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**FINAL**  
**CITY COUNCIL**  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. January 12, 2010

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on January 5, 2010

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**AWARDS AND PROCLAMATIONS**

- Proclamations:  
Girl Scout Cookie Month  
Martin Luther King Jr. Day  
Energy Efficiency and Sustainability Week
- Service Awards:  
Larry G. Washington  
Det. Charlie Jauregui

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

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**COUNCIL BUSINESS**

**II. UNFINISHED COUNCIL BUSINESS**

None

### **III. NEW COUNCIL BUSINESS**

1. **Letter of Intent Relating to Development of WaterWalk Hotel.** (District I)

RECOMMENDED ACTION: Approve the Letter of Intent and authorize the necessary signatures, and authorize staff to apply to the Department of Revenue for a sales tax exemption.

2. **Public Hearing and Tax Exemption Request, Burnham Composite Structures, Inc./GRL Property Management, Inc.** (District IV)

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the Ordinance granting Burnham Composite Structures an 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

3. **Forgivable Loan Agreement for Airbus North America Engineering, Inc.** (District VI)

RECOMMENDED ACTION: Approve the forgivable loan agreement for Airbus North America Engineering, place the home rule ordinance on first reading, and authorize the necessary signatures.

4. **Wichita Central Corridor Art Project.**

RECOMMENDED ACTION: Approve the artist selection for the Railroad Corridor Art Project and approve staff to negotiate a contract with the design team selected.

5. **HUD Consolidated Plan/Second Program Year Action Plan Funding Categories.**

RECOMMENDED ACTION: Close the public hearing and approve funding categories for the 2010-2011 Second Program Year Action Plan.

6. **Design Concepts for Kellogg from Greenwich Road to 159th Street East.** (District II)

RECOMMENDED ACTION: Approve the design concept including appropriate access controls and authorize the signing of State/Federal agreements as required.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**IV. NON-CONSENT PLANNING AGENDA**

None

**V. CONSENT PLANNING AGENDA**

None

**HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Summer Jackson, Housing Member is also seated with the City Council.**

**VI. NON-CONSENT HOUSING AGENDA**

None

**VII. CONSENT HOUSING AGENDA**

None

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **VIII. NON-CONSENT AIRPORT AGENDA**

None

### **IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)**

1. \*Fuel Farm Relocation - Supplemental Agreement No. 1 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the budget adjustment and the supplemental agreement and authorize necessary signatures.

2. \*Terminal Apron Reconstruction, Phase II - Change Order No. 1 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

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## **COUNCIL AGENDA**

### **X. COUNCIL MEMBER AGENDA**

1. *Approval of travel expenses for Mayor Brewer, Vice-Mayor Skelton, Council Member Gray, Council Member Longwell, Council Member Miller, Council Member Schlapp and Council Member Williams to attend the LKM Annual City Hall Day at the Capital in Topeka, KS, February 3-4, 2010.*

RECOMMENDED ACTION: Approve the expenditures.

### **XI. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

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**XII. CONSENT AGENDA (ITEMS 1 THROUGH 20A)**

1. Report of Board of Bids and Contracts dated January 11, 2010.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses:

<u>Renewal</u>	<u>2010</u>	
Robert Floyd	Armour Gift Shop Inc. dba Priscilla's	2606 South Rock Road Suite 100
Ernest C Doyon Jr	Vegas Video	8323 West Kellogg

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
J. Larry Fugate	Pizza Hut of Southeast Kansas, Inc.*	333 East 47th South
<u>Renewal</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
Ned Goyne	Arthur B. Sim Municipal Golf Course*	2020 West Murdock

\* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Storm Water Drain in Summit Crossing Addition, south of 21st Street, west of 127th Street East.  
(District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Design Services Agreements:

- a. Agreement for Design Services for Water, Sanitary Sewer, Storm Water Drainage and Paving Improvements in Summit Crossing Addition, south of 21st, west of 127th Street East. (District II)
- b. Supplemental Design Agreement for a Multi-Use Path along I-135 to K-96, McAdams Park to Grove Park. (Districts I and VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Change Order and Petition for Storm Water Drain in Maize 54 Addition, north of Kellogg, east of Maize. (District V)
- b. Change Order No. 2 - Intrust Bank Arena Parking Lots. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisition:

- a. Partial Acquisition of 921 South Schweiter Court for the construction of the Canal Route Interceptor Sewer Line along Interstate 135 from Pawnee to English. (District I)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Wichita Employees' Retirement System November 18, 2009  
Police and Fire Retirement System, November 18, 2009

RECOMMENDED ACTION: Receive and file.

10. General Obligation Bond and Note Sale.

RECOMMENDED ACTION: Adopt the resolution: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; and, 4) authorizing publication of the Notice of Sale.

11. Report on Claims for December 2009. (See Attached)

RECOMMENDED ACTION: Receive and file.

12. Contracts and Agreements for December 2009. (See Attached)

RECOMMENDED ACTION: Receive and file.

13. Building Facade Improvements in the Core Area. (Districts I and VI)

RECOMMENDED ACTION: Approve the statements of cost; find and declare upon request of the Mayor that a public emergency exists requiring the final passage of the ordinances on the date of their introduction; and adopt the ordinances and authorize publication of the ordinances.

14. 2010 Property and Casualty, Special Liability, Excess Workers' Compensation, Aviation, Travel, Art Collection, Crime, Position Bonds and Stop Loss Insurance Placement Services.

RECOMMENDED ACTION: Approve the award to Lockton, L.L.C. and authorize staff to negotiate a contract.

15. Budget Adjustment - Wichita Art Museum.

RECOMMENDED ACTION: The City Council retroactively for 2009, approve the budget adjustment up to \$160,000 for the Art Museum.

16. Catholic Charities Emergency Shelter Grant Contract Extension.

RECOMMENDED ACTION: Approve the contract extension and authorize the necessary signatures.

17. Approval of Purchased ADA Paratransit Rides Contractor Agreement.

RECOMMENDED ACTION: Approve the Purchased ADA Paratransit Rides Contractor Agreement and authorize the necessary signatures.

18. Acquisition by Eminent Domain of Easements for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisition.

19. Century II Custodial Equipment Project.

RECOMMENDED ACTION: Approve the bonding resolution for the purchase of custodial and maintenance equipment for Century II.

20. Second Reading Ordinances: (First Read January 4, 2010)

- a. List of second reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

\*\*\*Workshop to follow\*\*\*

City of Wichita  
City Council Meeting  
January 12, 2010

**TO:** Mayor and City Council

**SUBJECT:** Letter of Intent Relating to Development of WaterWalk Hotel  
(District I)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve the Letter of Intent.

**Background:** On September 10, 2002, the City of Wichita entered into a development agreement with WaterWalk, LLC for the redevelopment of a 20-acre area located within the East Bank Redevelopment District, between Main Street, the Arkansas River, Waterman and Kellogg. The development agreement has been amended several times to accommodate specific components of the project master plan, such as Gander Mountain and the WaterWalk Place building.

The development agreement requires the City to lease private development parcels to WaterWalk LLC when the developer is ready to develop each parcel, for a term of 99 years at \$1.00 per year. So far, WaterWalk LLC has executed ground leases for Gander Mountain and WaterWalk Place, although the WaterWalk Place site was later deeded to WaterWalk LLC to allow the building to be subdivided into condominiums. WaterWalk LLC also assigned its development rights for another parcel to the Wichita Area Association of Realtors (WAAR) and the City subsequently entered into a 99-year ground lease with WAAR for the development of their headquarters building on that site.

WaterWalk LLC has entered into a tentative agreement with Four-G, LLC for the development of a Marriott Fairfield Inn and Suites Hotel on a parcel located adjacent to the WaterWalk Place building, which grants development rights to the parcel to Four-G, LLC. City staff have negotiated a Letter of Intent with Four-G, LLC which sets forth in general terms the City's proposed assistance with the development of the hotel, and which is presented for City Council approval.

**Analysis:** Four-G, LLC is wholly owned by Jim Korrock who has developed and owns three other Marriott hotels in Wichita, including the Courtyard by Marriott Hotel in Old Town, and the Residence Inn and the Springhill Inn and Suites hotels in the Plazzio development at 13<sup>th</sup> Street North and Greenwich Road. The proposed Marriott Fairfield Inn and Suites Hotel will be located immediately south of the WaterWalk Place at the northwest corner of Main Street and Dewey Avenue in Downtown Wichita. The hotel will be a limited service hotel with approximately 130 rooms (but not less than 115 rooms). Under the terms of the Letter of Intent, the developer will provide room service at the hotel, catered by a nearby restaurant, from 6 p.m. to midnight everyday. The attached Letter of Intent also expresses the City's intent to provide certain financial assistance to the development of the hotel, as outlined below.

**Guest Tax Bonds**

Under the terms of the Letter of Intent, the City would provide a cash contribution to the construction cost of the hotel, in an amount not-to-exceed \$2,500,000. This City investment would supplement the contribution of developer fees of \$400,000 to provide equity to leverage approximately \$9,740,000 in bank and SBA financing, to provide total project funding of approximately \$12,000,000. The actual

amount of the City's contribution will be the amount that can be financed with tax-exempt general obligation bonds paid from projected transient guest tax revenues to be paid by the hotel over a 20-year period, taking into account a required 120% coverage of guest tax revenue over debt service and costs of issuance. The City's contribution will not be disbursed until all other project funding is firmly committed, and pursuant to construction draws and procurement of personal property paid for on a proportional basis with other funding sources. The City has previously used transient guest taxes to finance contributions to the development of the Hyatt Regency Hotel and the Hotel at Old Town, similar to the proposed use for this project.

#### Community Improvement District

Recently enacted state legislation allows cities to establish community improvement districts (CIDs) and impose a special sales tax and/or special assessment property taxes on businesses located within the CID for a maximum term of 22 years. CID revenues may be used to finance public and private improvements within the CID and to pay certain costs. Subject to the approval by the City Council of a formal policy governing the use of community improvement districts (CID) in the City, the Letter of Intent allows the developer to take advantage of a new state law. For this project, the CID will be comprised solely of the hotel parcel and the CID tax will be a 2% sales tax on hotel sales, primarily hotel rooms. The CID revenues will be remitted to the developer on a pay-as-you-go basis and used to retire conventional financing.

#### Industrial Revenue Bonds

In order to provide a sales tax exemption on construction costs and furnishings and equipment, the Letter of Intent provides for the issuance of taxable industrial revenue bonds in an amount not-to-exceed \$12,000,000. The bonds will be privately placed with the developer and/or conventional lenders and will be subject to all standard IRB letter of intent conditions.

#### 99-year Ground Lease

The City and Four-G, LLC will enter into a 99-year ground lease for the project site, based closely on the WaterWalk Master Ground Lease that was previously approved by the City Council. The City similarly entered into a direct ground lease with the Wichita Area Association of Realtors for their development in WaterWalk. The terms of the ground lease include a base rent of \$1.00 per year, plus contingent additional rent equal to 25% of cash flow net of all expenses and a 20% return based on total construction costs. The additional rent feature is designed to ensure that the City shares in any "up-side" potential that exceeds market returns.

#### Parking Management

The agreement between Four-G, LLC and WaterWalk LLC allows the use of parking spaces in the WaterWalk Place parking garage by hotel guests. The garage is owned by WaterWalk LLC and is subject to the WaterWalk Development Agreement which calls for a minimum of 250 daytime parking spaces and 350 nighttime spaces to be made available to the public. There are now over 400 spaces available to the public, day or night; and since hotel guests can be considered members of the public, there is no need to amend the Development Agreement to accommodate hotel parking. To ensure the availability of spaces for hotel guests, WaterWalk LLC proposes to erect a gate at the bottom of the uppermost level of the parking garage that will be accessible only to condominium owners at that level and hotel guests. Under the Letter of Intent, the hotel developer agrees to put into place management practices to encourage hotel guests to park in the upper level of the garage.

### Market Study

The WaterWalk Development Agreement includes a provision that allows the City to commission a market study to determine what impact a new hotel in the WaterWalk area may have on the Hyatt Regency Hotel. PKF Consulting, who is under contract to serve as hotel asset manager to the City, has been engaged to carry out the market impact study. Under the Letter of Intent, if the market impact study shows that the development of the Fairfield Inn and Suites Hotel in the WaterWalk area will have an adverse impact on the Hyatt, the City may rescind the Letter of Intent and halt development of the hotel.

### Background Check

The Urban Development Office has conducted a background check on the principal of Four-G, LLC without any significant findings.

**Financial Considerations:** Funds equal to the amount of transient guest taxes generated by the proposed hotel will be transferred from the Convention and Tourism Fund to the Debt Service Fund each year for the term of the bonds issued to finance the City's contribution. General obligation bonds paid by transient guest taxes are secured by the full faith and credit of the City. To mitigate the risk that debt service requirements on the bonds might exceed that amount of guest taxes actually generated by the hotel, the bond issue will be structured with a "super-sinker" redemption feature in which a portion of the bond principal is called for redemption based on the amount of excess guest tax revenue available. If at the end of the bond term, guest tax revenues are not sufficient to redeem the remaining super sinker bonds, other funds would have to be used, or the term extended through refinancing.

Four-G, LLC agrees to pay all costs of issuing the industrial revenue bonds and agrees to pay the City's \$2,500 annual administrative service fee for as long as the bonds are outstanding. Because the project is located within a tax increment financing project area, it is not eligible for a property tax exemption. The project is eligible for sales tax exemption on all bond-financed purchases of taxable personal property, such as construction materials and hotel furnishings and equipment. The total value of the sales tax exemption is estimated to be \$328,945.

Wichita State University's Center for Economic Development and Business Research has conducted a fiscal impact analysis to measure the City's return on its investment in this project. The results of the analysis show the following ratios of benefits-to-costs:

City of Wichita	1.77 to one
City General Fund	1.55 to one
Sedgwick County	54.36 to one
State of Kansas	15.57 to one

**Goal Impact:** Economic Vitality and Affordable Living; Core Area and Neighborhood. Development of a hotel in the WaterWalk area will provide a major impetus to the success of an anchor for downtown revitalization.

**Legal Considerations:** The Letter of Intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined therein and does not constitute a binding obligation of the City of Wichita, until such actions have been taken. Absent subsequent rescission or extension by action of the governing body, the letter of intent to issue bonds and provide other incentives will remain in effect for one year, unless extended by the parties.

**Recommendations/Actions:** It is recommended that the City Council approve the Letter of Intent and authorize the necessary signatures, and authorize staff to apply to the Department of Revenue for a sales tax exemption.

**Attachments:** Letter of Intent Regarding the Development of a Marriott Fairfield Inn and Suites Hotel in the WaterWalk Redevelopment Project Area

\_\_\_\_\_, 2010

Four-G, LLC  
Attention: James E. Korroch  
9340 E. Central, Suite A  
Wichita, KS 67206  
Email: [jkorroch@aghospitality.com](mailto:jkorroch@aghospitality.com)

**Re: Letter of Intent Regarding the Development of a Marriott Fairfield Inn and Suites Hotel in the WaterWalk Redevelopment Project Area**

Dear Mr. Korroch:

In accordance with the action taken at a regular meeting held on January 12, 2010, this Letter of Intent with Four-G, LLC (“**the Developer**”), is submitted in order to set forth the agreement of the parties concerning the principal elements of the Developer’s intent to the City and the City’s intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 *et seq.*, to finance the construction, furnishing and equipping of a new Marriott Fairfield Inn and Suites Hotel located at the northwest corner of Main Street and Dewey. This letter of intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the City of Wichita, until such actions have been taken. Absent subsequent rescission or extension by action of the governing body, this letter of intent to issue bonds and provide other incentives will remain in effect for one year, unless extended by the parties.

**The Project.**

Developer has contracted to purchase an assignment of a 99-year lease from WaterWalk LLC of approximately .8 acres immediately south of the WaterWalk Place Development at the corner of Dewey and Main Street. Subject to completion of its due diligence and closing of assignment of the lease from WaterWalk, LLC, Developer intends to construct and operate a Marriott Fairfield Inn and Suites Hotel with approximately 130 rooms (but no less than 115 rooms) supported by the adjacent parking facilities in the existing WaterWalk Parking Garage. The land, hotel and all development and operation related thereto is referred to as the “**Project**”. Developer will ensure that the operations of the Project will include room service catered by a nearby restaurant and provided daily from 6:00 p.m. until midnight.

## **City Support.**

Assuming the Project qualifies under applicable law and ordinances, the City intends to support this Project by: 1) funding up to \$2,500,000 to defray the cost of construction from City general obligation bonds to the extent supported by incremental transient guest tax revenue from the Project; 2) establishing a Community Improvement District; 3) and issuing Industrial Revenue Bonds to qualify for sales tax exemption but without abating ad valorem real estate taxes, all as further described below.

**Transient Guest Tax Funding.** The City will contribute not to exceed \$2,500,000 in funding to defray the cost of constructing the Project. The commitment of the City funding contribution is contingent on all other Project funding being committed. The City's contribution will be disbursed to Developer pursuant to AIA Payment Application forms and will be paid on a proportional basis along with the other Project funding sources. It is understood by the parties that the City's contribution is based on the amount of tax-exempt general obligation bond proceeds that can be amortized over a 20-year period based on incremental transient guest tax revenues generated by the Project, based on the pro forma financial projections of room revenue and taking into account a 120% debt service coverage and costs of bond issuance. The parties also acknowledge that the City may utilize "super-sinker" bonds to manage the risk that guest tax revenues generated by the Project do not equal debt service requirements. Changes in pro forma projections of room revenue and bond interest rates may result in changes to the amount of City contribution. Developer will periodically provide the City with confidential financial data to allow the City to track bed tax revenue generated by the Project.

**Community Improvement District.** Subject to approval by the Wichita City Council of a policy governing the use of Community Improvement District ("**CID**") financing, the City will create a CID consisting of only the Project land in accordance with the Kansas Community Improvement District Act (the "**Act**") and the City's CID Policy upon filing and processing of a proper petition by the Developer with the City.

The CID plan which the City will approve for the Project will have the following components: a) pay-as-you-go reimbursement of the maximum amount of Project costs which are allowed under the Act, but in any event only capital costs will be eligible (development fees will not be permitted to be reimbursed from these funds; funds will be used solely to service debt on the Project); and b) 2% sales tax on all income from the Project which is subject to Kansas sales tax for a period of twenty-two (22) years. The City and the Developer may enter into a Development Agreement concerning the operation of the CID if deemed appropriate for its administration.

**Industrial Revenue Bonds.** The City will issue industrial revenue bonds in an amount not-to-exceed **\$12,000,000** to acquire, improve, equip and furnish the Project. The bonds will be used to finance the capitalizable Project costs being financed through conventional debt and equity sources. The Developer has represented that it will make a total equity investment in the Project in the amount needed to fully fund the development costs net of conventional financing and the City contribution.

The intent to issue bonds is also subject to the following additional conditions:

1. Negotiation of a Lease Agreement, which will preclude assignments or subleases made without the City's consent, and which will also contain requirements for completion of the capital investment referred to above, timely payment of all property taxes, compliance with the average wage requirements of the City's Economic Development Incentive Policy, compliance with all applicable governmental laws, rules and regulations (including ordinances of the City, as they exist or may hereafter be adopted, pertaining to civil rights and equal employment opportunity, as required by Section 2.12.950 of the Code of the City of Wichita), and provision for payment to the City of any amounts necessary to recapture from Four-G, LLC the financial benefit conferred by the sales tax exemption, in the event that Four-G, LLC fails to comply with any of the conditions referenced in this paragraph.
2. Preparation of an appropriate Bond Ordinance, which will contain a provision pledging the financed property and net earnings therefrom as security for payment of the bonds, pursuant to K.S.A. 12-1744.
3. Execution of a guaranty for the payment of the bonds (which, for the tenant, may be in the form of an unconditional guaranty incorporated in the Lease).
4. Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.
5. Agreement to enter into the City's Administrative Service Fee Agreement providing for annual payments of \$2,500 each year for the time period in which the bonds are outstanding.
6. Agreement that, prior to the issuance of the bonds, the applicant will have an approved Equal Employment Opportunity/Affirmative Action Plan on file with the City.
7. An agreement to provide the City with documented evidence, prior to the issuance of the bonds, that the applicant used procedures that do not exclude qualified Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) from serving as contractors, subcontractors, engineers, architects, suppliers and vendors on the bond-financed project. This requirement is in addition to any requirements imposed by other incentives covered by this Letter of Intent.
8. An agreement that, prior to the issuance of the bonds, the applicant will have obtained approval from City staff of a proposed water conservation plan.
9. An agreement to submit building and site plans to the City's Design Council for review, and to modify the proposed design as necessary to comply with reasonable Design Council recommendations or conditions.

10. An agreement to make any payment required as a condition of the letter of intent, or which may be required as a contingent payment in the Lease in the event that certain conditions (including failure to comply with other conditions of the letter of intent or the City's Economic Development Incentive Policy) occur during the time period in which the bonds are outstanding.
11. An agreement to provide the City, at the time the proposed Lease agreement is submitted, an Environmental Site Assessment ("ESA"), performed by an independent consultant recognized as an expert in the area, that documents the environmental condition of the property; bonds generally will not be issued if the ESA discloses environmental conditions that might lead to monetary liability for owners or operators of the property.
12. An agreement, to be incorporated in the Lease agreement, that the applicant will use and operate the project in accordance with all applicable environmental laws and regulations, and will indemnify and hold the City harmless from any and all liabilities (other than liabilities resulting from environmental contamination primarily caused by the City's own agents or employees) arising under any environmental law or regulation.
13. An agreement to furnish copies of any annual financial audits to the City.
14. An agreement to cooperate with any annual compliance audit procedures(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the applicant and any inspections of the applicant's premises or interviews with the applicant's staff.
15. A commitment to achieve and maintain the wage requirements imposed by the City's Economic Development Incentive Policy, and to meet Four-G, LLC's Equal Employment Opportunity/Affirmative Action goals, during the term of the bond issue, subject to revocation or requirement for repayment of all public incentives, at the discretion of the City's governing body, in the event of any noncompliance.
16. An agreement to obtain all insurance the City may require in connection with the construction, maintenance or operation of the Project, or liabilities arising out of the operation of the Project, including (without limitation) a performance bond sufficient to secure completion of the Project.
17. An agreement that, prior to issuance of the bonds, the applicant will provide proof that all ad valorem property taxes on the Project property due and owing up to the proposed date of issuance have been paid.
18. Arrangement (such as a Bond Placement Agreement) for the non-public placement of the bonds, which shall contain suitable indemnification agreements from the prospective tenant indemnifying and holding the City harmless from liabilities arising from disclosure or registration provisions of state or federal securities laws.

19. An agreement that the tenant will not, while any of the bonds are outstanding, have a commercial banking relationship with the trustee of the bond issue unless the bondholder shall first acknowledge in writing the existence of the relationship and waive any conflict that might exist as a result of such relationship.
20. An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insurance insuring the title of any real property conveyed to the City in connection with the financing.

The governing body has also approved pursuit of a sales tax exemption, with an estimated value of \$328,945. The City will use its best efforts to obtain a sales tax exemption certificate from the Kansas Department of Revenue covering the purchase of all taxable personal property, building materials and services that are financed with IRBs. Only purchases made subsequent to the receipt of the sales tax exemption certificate are eligible for exemption.

The sales tax exemption is within the description of “public incentives” in the City’s Economic Development Incentive Policy, and will be fully subject to the ongoing compliance and repayment provisions of such policy.

**Parking Management.** The parties acknowledge that guest parking for the Project will be provided by reserving parking spaces in the WaterWalk Place parking garage located adjacent to the Project. Access will be restricted to a maximum of 119 spaces located on the fifth level of the WaterWalk Place parking garage, of which up to 24 may be reserved for residential condominiums located on that level, leaving a minimum of 95 spaces for hotel guests. Developer intends to implement management practices that encourage hotel guests to utilize the reserved spaces.

**Permits/Signage.** The City intends to use its Development Assistance Office to expedite the process of plan review, permitting building inspections and issuance of certificates of occupancy. A Senior Plans Reviewer will be assigned to provide a single point of contact for dealing with all building construction issues. Developer is nevertheless responsible for submitting all necessary documentation in a timely fashion and paying all applicable rates, fees and charges.

The City will also support the use of other Economic Development Incentives which are available and appropriate for the Project. These incentives will also be subject to review and determination of City staff and, where appropriate, approval of the governing body.

**Market Study Report.** The parties acknowledge that the City has commissioned a market impact study pursuant to Section 3.6 of the Development Agreement Regarding Development of the East Bank, dated September 10, 2002, as amended to determine whether the Project can be expected to have an adverse financial impact on the Wichita Hyatt Regency Hotel. If the report of that study concludes that the Project does have an adverse impact on the Wichita Hyatt Hotel, the City may object to development of the Project and the Developer may not proceed with construction of the Project.

A copy of this letter is enclosed for your records. Please sign and return the original to the City's Law Department, 455 N. Main Street – 13<sup>th</sup> Floor, Wichita, KS 67202, to evidence Four-G, LLC's acceptance of the terms and conditions hereof.

Sincerely,

Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

c: Allen Bell, Urban Development Office  
Mert Buckley, Counsel to Developer  
Dorothea Riley, Bond Counsel  
John D'Angelo, City Design Council  
Kay Drennen, Environmental Services  
Deborah Farrington, Controller's Office  
Donna Wright, MAMBDC

Accepted:

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Four-G, LLC  
By: James Korroch, Manager  
Date: \_\_\_\_\_, 2010

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Tax Exemption Request (Burnham Composite Structures, Inc./GRL Property Management, Inc.) (District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the Public Hearing and place Ordinance on first reading.

**Background:** Burnham Composite Structures, Inc. (“Burnham”) was founded in 2000 and is a wholly owned subsidiary of GRL Property Management, Inc. Burnham provides composite tooling solutions for the aerospace industry. Burnham’s technologies consist of high temperature layups, composite backup structures and tooling reinforcements. Customers include Northrop Grumman, Spirit Aerosystems, GKN, Raytheon and many other major aerospace manufacturers. On February 6, 2007, City Council approved a forgivable loan for Burnham in the amount of \$62,000 to assist with the project. After having submitted a letter of intent to the City, the company recently expanded its operations with a new facility. Burnham is now requesting approval of an exemption under the Economic Development Exemption (EDX) Program on the construction of the new manufacturing facility.

**Analysis:** Burnham has constructed a new 73,400 square foot building at 6262 West 34<sup>th</sup> Street South. The facility provides Burnham with a state of the art facility to produce high quality composite tooling. Burnham Composite Structures and owner, Darrel Dugan, are active in the Society of Advanced Materials and Process Engineering (SAMPE) and have been honored for their advances in the composites industry. Burnham worked with the Greater Wichita Economic Development Coalition in 2006 to retain and expand the employment of the company in Wichita.

Prior to the expansion, Burnham had 28 employees; the company plans to add 29 new employees within five years for a total local employment of 57 by 2014. The average wage for the new jobs will be \$44,214 per year. Under the Economic Development Incentive Policy, Burnham is eligible for a 100%, 5+5-year property tax abatement based on the number of jobs to be created and the capital investment that has been made.

**Financial Considerations:** Based on the 2009 mill levy, the estimated tax value of exempted property for the first full year is approximately \$105,746. The value of the 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 28,239	State	\$ 1,318
County	\$ 26,241	USD 259	\$ 49,947

Wichita State University’s Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita	1.35 to one
City of Wichita – General Fund	1.28 to one
City of Wichita – Debt Service	1.45 to one
Sedgwick County	1.22 to one

USD 259  
State of Kansas

4.67 to one  
1.19 to one

**Goal Impact:** Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

**Legal Considerations:** The City Attorney's Office will approve the attached Ordinance and Economic Development Incentive Agreement as to form.

**Recommendations/Actions:** It is recommended that City Council close the public hearing, and approve first reading of the Ordinance granting Burnham Composite Structures an 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

**Attachments:** Ordinance, Economic Development Incentive Agreement

# Economic Development Incentive Agreement

**THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** (the “Agreement”) is made and entered into on this \_\_\_\_ day of January, 2010, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and Burnham Composite Structures, Inc. hereinafter referred to as the “Company.”

**WHEREAS**, the Company currently operates a facility in Wichita, Kansas, for manufacturing of composite tooling for the aerospace industry and has completed a relocation by constructing and equipping a new manufacturing facility; and

**WHEREAS**, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

**WHEREAS**, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

**WHEREAS**, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

**WHEREAS**, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

**WHEREAS**, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

**NOW, THEREFORE**, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:
  - A. Between June 29, 2005 and December 29, 2009, the Company will have completed the construction of a new facility and the acquisition and installation of manufacturing equipment at its manufacturing facility, located at 6262 West 34<sup>th</sup> Street South, Wichita, Kansas, at a cost of \$3,514,314, to be used exclusively for the purposes of manufacturing articles of commerce;
  - B. Maintain, throughout the period from the date of this Agreement to December 31, 2014, employment of not less than twenty-eight (28) employees at the existing manufacturing facility;

- C. On or prior to December 31, 2014, the Company will add an additional twenty-nine (29) new jobs at the new manufacturing facility, and thereafter, maintain employment of not less than fifty-seven (57) employees at combined manufacturing facility, through at least December 31, 2019;
- D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 336;
- E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES.** The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.
3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the 73,400 square foot building constructed by the Company pursuant to Section 1.A., above, shall be entitled to an 100% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2010, and provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 100% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2015 to December 31, 2019, subject to the approval, in 2014, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*
4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2019.
5. **INCORPORATION OF APPENDIX.** Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.
6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In

the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development  
Attn: Economic Development Administrator  
455 North Main, 13<sup>th</sup> Floor  
Wichita, Kansas 67202

and

Department of Law  
Attn: City Attorney  
455 North Main, 13<sup>th</sup> Floor  
Wichita, Kansas 67202

Company: Burnham Composite Structures, Inc.  
6262 West 34<sup>th</sup> Street South  
Wichita, Kansas 67215

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

BURNHAM COMPOSITE STRUCTURES,  
INC.

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **APPENDIX A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

\_\_\_\_\_FIRST PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF GRL PROPERTY MANAGEMENT, INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Burnham Composite Structures, Inc., a wholly owned subsidiary of GRL Property Management, Inc. , requests an ad valorem tax exemption on a proposed expansion project of 100% for a five-plus-five year term on the construction of a new building; and

WHEREAS, Burnham Composite Structures, Inc., has operated within the City for ten years as a manufacturer of composite tooling solutions for the aerospace industry; and

WHEREAS, Burnham Composite Structures, Inc., proposes a \$3,514,314 expansion by the construction of a new building expansion to be located at 6262 West 34<sup>th</sup> Street South in southwest Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Burnham Composite Structures, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on January 12, 2010; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Burnham Composite Structures, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by construction of a building expansion.

2. The construction of the expansion for which exemption is given occurred after June 9, 2005. No exemption will be given for construction which occurred before that date.
3. Such construction is to be used exclusively for manufacturing articles of commerce.
4. By such expansion, Burnham Composite Structures, Inc. will create new employment for 29 employees within five years after the start of the project.
5. Tax exemption will be given only for the construction of a building expansion.
6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.
7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Burnham Composite Structures, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.
2. Burnham Composite Structures, Inc. is hereby granted an ad valorem tax exemption of 100% for a five-year term on the construction of a building expansion and 100% for a second five years, subject to approval by the then current governing body, located within the Wichita City limits at 6262 West 34<sup>th</sup> Street South in southwest Wichita, at an estimated cost of \$3,514,314. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and GRL Property Management, Inc. may be required to repay amounts previously abated), in the event of any failure by Burnham Composite Structures, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.
3. The Economic Development Incentive Agreement between the City of Wichita and Burnham Composite Structures, Inc. is hereby approved.
4. The Office of Urban Development shall be responsible for monitoring the performance of Burnham Composite Structures, Inc. and shall provide annual reports on such performance.
5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Burnham Composite Structures, Inc.'s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated December 29, 2009 and as stated in Burnham Composite Structures, Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Burnham Composite Structures, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Burnham Composite Structures, Inc. has executed with the City.

7. The City Council may, at its discretion, require Burnham Composite Structures, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Burnham Composite Structures, Inc. has executed with the City.

8. Upon finding that Burnham Composite Structures, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Burnham Composite Structures, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this \_\_\_\_ day of January, 2010.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

City of Wichita  
City Council Meeting  
January 12, 2010

**TO:** Mayor and City Council

**SUBJECT:** Forgivable Loan Agreement for Airbus North America Engineering, Inc.  
(District VI)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve the Forgivable Loan Agreement and place the home rule ordinance on first reading.

**Background:** Airbus North America Engineering, Inc. is a subsidiary of Airbus Americas, Inc. whose corporate headquarters is in Herndon, Virginia. Airbus North America Engineering's main location is in Wichita, at a facility leased from Marketplace Properties at 213 N. Mead in Old Town. A satellite facility is located in Mobile, Alabama. The Wichita Airbus facility currently employs 210 aeronautical engineers, and since 2002 has been primarily engaged in designing wings for various Airbus commercial jets, in particular the A-380 jumbo jetliner.

Airbus North America Engineering seeks to establish a new engineering service and has been searching for the best location. The new engineering operation will focus on designing repairs and maintenance work on existing Airbus jetliners, eventually employing 100 engineers. There are currently 20 engineers located in the Old Town facility who are initiating this program.

Local Airbus North America Engineering leadership worked with the Greater Wichita Economic Development Coalition (GWEDC) and City and County officials to develop the business case for locating the expansion in Wichita. The effort included identification of a suitable facility near to the existing Airbus engineering facility. On October 20, 2009, the City Council approved a contract to sell the former Kansas Sports Hall of Fame building at 238 N. Mead to Marketplace Properties, with the stipulation that it must be leased to Airbus. In addition, GWEDC made an incentive offer to Airbus North America Engineering that included forgivable loans from the City and County in the amount of \$200,000 each, subject to approval by the governing bodies. As a result of these efforts, Airbus has chosen to expand its North American Engineering operations in Wichita.

**Analysis:** The proceeds of the City and County forgivable loans will be used to pay a portion of the costs to remodel the 238 N. Mead building to meet the needs of Airbus North America Engineering. Under the terms of the attached forgivable loan agreement, Airbus agrees to increase its employment in Wichita by 80 new jobs within three years, from a base employment of 210, at average annual salaries of \$126,000 (exclusive of benefits) as a condition for forgiveness of the loan.

The zero-percent forgivable loan has a term of five years; if Airbus meets its annual ramp-up of employment, 20% of the original loan amount will be forgiven on each anniversary date, starting with April 4, 2011. If total Airbus employment in Wichita reaches 290 by April 4, 2015, the full amount of the loan will be forgiven; if not, the un-forgiven loan balance will be due and payable. If Airbus leaves Wichita during the term of the loan, the full original amount of the loan is payable at a compounded annual interest rate of 12%.

**Financial Considerations:** The forgivable loan proceeds in the amount of \$200,000 will be paid to Airbus North America Engineering from funds currently budgeted in the Economic Development Fund for economic development incentives in year 2010.

Pursuant to the Economic Development Incentive Policy, GWEDC commissioned a fiscal impact analysis to measure the return on the public investment in the proposed expansion project. The resulting ratios of benefits-to-costs are as follows:

City of Wichita	___.__ to one
Sedgwick County	___.__ to one
USD No. 259	___.__ to one
State of Kansas	___.__ to one

**Goal Impact:** Economic Vitality and Affordable Living. Providing economic development incentives to Airbus North America Engineering strengthens the region's aerospace cluster and encourages future growth of the regional economy.

**Legal Considerations:** The City Attorney's Office has approved the documents as to form. The exercise of home rule authority requires the adoption of an ordinance for approval.

**Recommendation/Actions:** It is recommended that the City Council approve the forgivable loan agreement for Airbus North America Engineering, place the home rule ordinance on first reading, and authorize the necessary signatures.

**Attachment(s):** Forgivable Loan Agreement and Promissory Note, Ordinance

## FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Loan Agreement and Promissory Note (the "Agreement"), effective this 22nd day of December 2009, is entered into between the following parties:

Lender: City of Wichita, Kansas ("Lender")  
455 N. Main  
Wichita, Kansas 67202  
Contact Person/Title: Allen Bell, Urban Development Director  
Phone: 316-268-4524 FAX: 316-268-4656

Borrower: Airbus North America Engineering, Inc.  
213 North Mead  
Wichita, KS 67202  
Contact Person/Title: William Greer, Vice President Engineering  
Phone: 316-299-0100 FAX: 316-299-0209  
FEIN: 75-3015134

WHEREAS, it has been determined by the Lender that an economic emergency or unique opportunity exists which warrants funding to secure economic benefits or avoid or remedy economic losses; and

WHEREAS, the Borrower has specified that this funding will be used to construct renovations for the facility located at 238 N. Mead in Wichita, Kansas; and

WHEREAS, the Lender has authorized an expenditure of up to \$200,000 for the purpose of making a loan to the Borrower under such terms and conditions as may be prescribed by the Lender.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1) **Loan Amount and Terms:** Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of up to \$200,000 for a sixty (60) month period. Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. The Borrower shall have the right to prepay any part or all of the unpaid principal and interest balance at any time without penalty. This loan is not transferable.

2) **Forgiveness of Debt:** The Borrower promises to create and maintain minimum employment levels at the Wichita, Kansas facility, starting from a base employment level of 210 jobs, by increasing jobs as shown in the following schedule:

	Year 1	Year 2	Year 3	Year 4	Year 5
Total New Employment:	40	60	80	80	80
New Wages:	\$5,040,000	\$7,560,000	\$10,080,000	\$10,080,000	\$10,080,000

Job figures reflect full-time equivalent (FTE) positions only. One FTE is equal to 2080 hours earned per year, including vacation. Average salary of all positions shall be at least \$126,000/year (\$60.58 per hour average).

The outstanding principal balance will be divided by the total number of years in the term, and the resulting figure will be the "installment". The first anniversary date for meeting the first year's job creation commitment shall be April 4, 2011. On the first anniversary and at each scheduled anniversary date thereafter where the Borrower has achieved the required job

and wage commitment, an amount equal to an installment, plus any accrued interest, will be forgiven. Notwithstanding Paragraph 16(A) (i), if the job and wage commitment is not achieved for one year but is achieved by the next year, then an installment will be forgiven retroactively for the non-compliant year as well as the current year if it is compliant. By April 4, 2015, the number of new FTE positions created and maintained through April 4, 2015 will be no less than 80. For purposes of calculation of the additional jobs, the base figure for employment will be 210 FTEs. However, in the event the Borrower leaves Wichita, Kansas during the term of this agreement, any principal and interest which has been forgiven will be repaid in accordance with item (16) below.

In the event of a technical default under this section, the Borrower has the right of appeal to Lender, if compelling evidence can be presented demonstrating that the default is the result of dramatic, unforeseen changes in economic or market conditions. In the event of an appeal, the Lender will have the sole discretion to enforce the provisions as set forth in item (16) below.

3) **Collateral**: None is required under this Agreement.

4) **Mortgage/Security Agreement**: Not applicable.

5) **Insurance**: The Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all business machinery, equipment, furnishings and furniture at its Wichita, Kansas facility. Evidence of such coverage will be provided to the Lender upon written request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in this property, and pay the Lender the entire outstanding principal balance and accrued interest. In the event of such loss, the Borrower agrees to repay the Lender as detailed in section 16(A)(ii) below, subject to item (6).

6) **Force Majeure**: In the event that operations at the worksite are impaired or suspended due to uncontrollable forces of nature or other forces outside Borrower's control, the Borrower will be given a reasonable period of time, as determined in the sole discretion of the Lender, in which to reestablish any lost jobs. The term of this agreement will be extended by the length of this period, and no contractual penalty will be imposed on the company during this period.

7) **Release of Mortgage/Security Agreement**: Not applicable.

8) **Life Insurance**: Not applicable.

9) **Use of Funds**: The monies from this loan shall be used by the Borrower to pay for costs directly related to capital improvements and IT equipment at the Borrower's worksite in Wichita, Kansas. Lender shall disburse funds to the Borrower upon presentation of written proof that the aforementioned costs have been incurred by the Borrower.

Any machinery and equipment obtained using these loan funds will be promptly identified to the Lender, including narrative description and serial number, and will remain in the Wichita, Kansas facility for the duration of this agreement. The Lender or its representative shall be afforded the right of inspection of such machinery and equipment throughout the term of this agreement.

10) **Services Provided to Borrower**: The Lender is not obligated to provide any services to the Borrower other than those specified in the Agreement.

11) **Related Contracts**: The Borrower shall provide, upon written request, copies of all contracts entered into by the Borrower for activities covered by the loan monies.

12) **Period of Performance**: The Borrower may be reimbursed with loan funds for expenses incurred prior to the date of this Agreement, if they were made in connection with activities defined in item (9) above.

This Agreement will terminate when all conditions of the Agreement have been met within any specified time frames, or by mutual consent of all parties to the Agreement, or when a default situation arises, unless the Lender chooses not to terminate the Agreement.

13) **Financial Management:** Borrower shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports, files, documents and other papers pertaining to the funds provided under this Agreement available for audits, examinations and monitoring if requested by Lender; such records will be retained for a period of three (3) years after termination of the loan period or repayment of the debt in full. The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the loan monies.

14) **Monitoring and Reporting:** A random audit, or audits, may be conducted by the Lender, or a designated representative of the Lender, to assure accountability of loan expenditures and examine the status of any machinery and equipment acquired with this loan funding.

The Borrower will provide to Lender, on an annual basis and for the term of this agreement, a report for the Borrower's Wichita, Kansas facility which lists the number of full-time equivalent employees, the total payroll as defined in item (2) of this Agreement, and a record of capital investment for the most recent report period and accumulated since the beginning of the report periods. Each report will be submitted within 60 days of the anniversary date of this Agreement.

15) **Waivers:** The Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.

16) **Default:** This Agreement shall be considered in default under the following circumstances:

- (A) Upon the following defaults or failures to properly perform this Agreement (or the provisions of any security agreement(s) or mortgage documents which secure this Agreement), then the remedies provided hereinunder will be available to the lender.
  - (i) If, on the scheduled anniversary, employment levels are below the minimums specified in item (2) of this Agreement, the following repayment is required within thirty (30) days:
    - a) the outstanding principal balance will be divided by the number of remaining anniversary dates, to produce the principal amount due, plus
    - b) interest accrued since the previously scheduled anniversary date.
  - (ii) If the Borrower ceases to operate in Wichita, Kansas during the term of this Agreement, the following repayment is required:
    - a) the entire outstanding principal amount is immediately due and payable, plus
    - b) any principal and interest previously forgiven as specified in item (2) above, plus
    - c) interest penalties equal to a twelve percent (12%) compounded annual rate calculated for a 5 year period against the highest outstanding principal amount over the term of the loan.
  - (iii) Upon audit, any loan funds shown to have been used for other than the intended purposes shall be repaid with interest to Lender by Borrower. Such unintended purposes would include, but not be limited to, the acquisition of machinery and equipment which is not used at the Wichita, Kansas facility throughout the term of this loan. The amount to be repaid shall be such principal plus twenty-five percent (25%) compounding interest accrued from the date of the initial draw-down against this loan.
- (B) If the Borrower otherwise defaults in any manner on the obligations set forth in this Agreement and said default continues after the 15-day notice period contained in this paragraph, the following repayment is required:
  - (i) any principal balance outstanding on the loan is due and payable; and
  - (ii) interest penalties equal to a twelve percent (12%) compounded annual rate calculated against the principal balance for the period during which it has been outstanding.
- (C) At any time that the Lender determines in good faith that the prospect of any payment required by this note is impaired.

In the event of continued default following a fifteen (15) day written notice of default, the Lender may, at its option, declare all unpaid indebtedness evidenced by this Agreement and any modifications thereof, immediately due and payable, without further notice, regardless of date of maturity. The Lender's failure to exercise this option when available at any point in time shall in no way invalidate its right to exercise the option in future default situations. Should it become necessary to collect the monetary obligations of this Agreement through an attorney, the Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

17) **Indemnification**: The Borrower shall indemnify, defend, and hold harmless the Lender and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Borrower or any party in a relationship with the Borrower which is a result of this Agreement. The liability of the Borrower under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Agreement.

18) **Amendments**: Changes to this Agreement will not be effective or binding unless in writing and signed by both parties to the Agreement.

19) **Compliance with the Law**: The Borrower agrees to operate in Sedgwick County, Kansas in full compliance with applicable federal, state and local laws without limitation.

20) **Authorization to Contract**: Before or at the time of execution of the Agreement, the Borrower must be able to provide evidence that it is duly incorporated, in good standing in the state of its incorporation, authorized to do business in the State of Kansas, and authorized to borrow money; and evidence shall be provided that the person executing the Agreement and any supporting documents is authorized to act on behalf of the Borrower in such a transaction.

21) **Termination of Agreement**: Lender may terminate the loan, in whole or in part, if the Borrower has failed to comply with the conditions of the Agreement and such failure has resulted in a "default" as set forth in Section 16 of this Agreement. The Borrower will receive written notice and the reasons for termination.

22) **Divisibility**: The invalidity of any one or more phrases, sentences, clauses, or section contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof. Further, various headings included in this Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Agreement.

23) **Complete Document**: The parties agree this Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.

24) **Assignment**: The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender other than to an affiliate or in connection with a sale of all or substantially all of the assets of the Borrower (by merger, reorganization or otherwise).

25) **Binding Effect**: The provisions of this Agreement shall both bind and benefit the Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.

26) **Notices**: Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Borrower: Airbus North America Engineering, Inc.  
Attn: Vice President  
213 N. Mead  
Wichita, KS 67202

City: City Manager's Office  
Attn: Allen Bell, Urban Development Director  
455 N. Main, 13<sup>th</sup> Floor  
Wichita, KS 67202

Department of Law  
Attn: Gary Rebenstorf, City Attorney  
455 N. Main, 13<sup>th</sup> Floor

27) **Cash Basis and Budget Laws.** The right of Lender to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Lender shall at all times stay in conformity with such laws, and as a condition of this Agreement Lender reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

28) **Kansas Law.** This agreement shall be construed in accordance with the laws of the State of Kansas.

29) **Equal Opportunity and Affirmative Action.** In carrying out this contract, Borrower shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

A. Borrower shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Borrower shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Borrower fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Lender.

D. If Borrower is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Lender.

E. Borrower shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

IN WITNESS WHEREOF, the parties have signed their names below.

LENDER:

BORROWER:

CITY OF WICHITA, KANSAS

AIRBUS NORTH AMERICA ENGINEERING, INC.

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
William Greer, Vice Preident

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary Rebenstorf  
City Attorney

(PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_, 2010)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AUTHORIZING, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FORGIVABLE LOAN AGREEMENT AND PROMISSORY NOTE BY AND BETWEEN AIRBUS NORTH AMERICA ENGINEERING, INC. AND THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the “City”) is authorized by Article 12, Section 5, of the Kansas Constitution to determine, by ordinance, its local affairs and government; and,

WHEREAS, the Governing Body of the City finds and determines that it is desirable to act in cooperation with Sedgwick County and the State of Kansas in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, by taking action to approve a forgivable loan, conditioned on local job creation and retention, to assist Airbus North America Engineering, Inc., in expanding its aircraft engineering operations located within the City’s corporate limits,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Findings and Approval of Forgivable Loan. The City’s Governing Body hereby finds that providing a forgivable loan in the amount of \$200,000, to Airbus North America Engineering, Inc., will advance economic development in Wichita, Kansas and will serve a public purpose.

Section 2. Authorization of the Forgivable Loan Agreement and Promissory Note. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Forgivable Loan Agreement and Promissory Note presented herewith, by and between Airbus North America Engineering, Inc., as Borrower and the City of Wichita as Lender for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Forgivable Loan Agreement and Promissory Note, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Wichita, Kansas and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this \_\_\_\_\_ day of January, 2010.

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

[Seal]

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council

**SUBJECT:** Wichita Central Corridor Art Project (All Districts)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** New Business

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**Recommendation:** Approve the artist selection for the Wichita Central Corridor (WCC) Art Project, authorize staff to negotiate a contract with the design team selected and approve the budget of \$200,000 for the project.

**Background:** Upon completion of the Wichita Central Corridor (WCC) Project in 2009, staff identified \$200,000 remaining in the budget which was obligated to the WCC project. Enhancing the WCC by the addition of public art was proposed by members of City Council in 2009. The Division of Arts & Cultural Services collaborated with Public Works and identified eight possible locations for enhancement along the corridor. These sites were selected for enhancement based on their high visibility to both vehicular and pedestrian traffic. In December 2009, a Request for Proposals was initiated seeking an artist(s) to provide conceptual ideas to enhance six of the possible eight locations.

**Analysis:** Three artist proposals were received. These three proposals were reviewed through the staff screening and selection process and phone interviews were conducted with each of the artists. The team consisting of Spangenberg Phillips Architecture; artists Steve Murillo, Richard J. Bergen and Terry Corbett; Professional Engineering Consultants; and Farha Construction, Inc., was selected to complete the enhancement project. This design team was chosen to further develop design concepts for the project based on the combined experience as well as size and scope of previously completed public art projects by the team members; the number of sites they proposed enhancing; and the creative possibilities of the design concepts proposed.

The proposed artwork will incorporate several artistic mediums including sculpture, painting and ceramics. The design team proposes using donated railroad and train parts to create a free-standing sculpture that will enhance up to six of the identified locations. Each location will have a free-standing sculpture extending approximately 200'. Once contract negotiations are completed, the selected design team will meet with staff to further define concept ideas and submit design concepts for Design Council review before construction will begin.

**Financial Considerations:** The \$200,000 identified for the project enhancements in the WCC budget includes \$150,000 for artist design, development and construction fees and \$50,000 for project administration.

**Goal Impact:** Quality of Life. The completion of the art project will provide aesthetic improvements to the Wichita Central Corridor Project.

**Legal Considerations:** The Law Department will initiate and approve the contract with the design team.

**Recommendation/Action:** Approve the artist selection for the Railroad Corridor Art Project and approve staff to negotiate a contract with the design team selected.

**Attachments:** None.

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council

**SUBJECT:** HUD Consolidated Plan/Second Program Year Action Plan Funding Categories

**INITIATED BY:** Housing and Community Services

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and approve funding categories for the 2010-2011 Second Program Year Action Plan.

**Background:** The U.S. Department of Housing and Urban Development (HUD) provides annual funding for programs that serve or benefit low to moderate-income persons. This funding is part of the HUD Consolidated Plan process that requires the City of Wichita to submit annual amendments to the Five-Year Consolidated Plan, outlining specific activities to be funded through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) programs for each of the five years covered in the plan.

**Analysis:** Each year City staff develop funding estimates and make recommendations for funding categories to the City Council. City staff are estimating the following current levels of funding for FY 2010-2011 based on preliminary, unofficial HUD advice: CDBG - \$2,848,360; HOME - \$1,833,537 and ESG - \$125,266.

In planning for the 2010-2011 program year City staff solicited comments and feedback from the public through District Advisory Board meetings in Districts 1, 3, 4, and 6, as well as through a public meeting held at City Hall. Most of the feedback recommended that current allocation categories remain the same however there was interest in funding new CDBG allocation categories for sidewalk repair, downpayment/closing cost assistance, and job training/development.

Based on this feedback, staff are recommending current level allocations for categories funded in the current year, and new designations from anticipated CDBG program income for sidewalk repair under Capital projects (\$100,000), and downpayment/closing cost assistance (\$50,000) and job training/development (\$50,000) under CDBG Public Services. Under this proposal Public Services expenses will total \$1,038,883 which is just under the Public Services cap of \$1,163,310.

Upon City Council approval and/or modification of the allocation categories and amounts, applications and Requests for Proposals will be issued to agencies that can provide the designated services, as well as to the general public.

**Financial Considerations:** HOME funds require a 25% match, and in the past, the Department has met this requirement through creative partnerships with community agencies and therefore General Fund match support has not been required. ESG funds require a 100% match which historically has been provided (and exceeded) by the participating agencies' indirect volunteer and direct funding contributions.

Staff will adjust funding categories and amounts once HUD announces final allocations. All staff modifications, as well as program income projections, will be presented to the City Council for final approval after proposals and applications have been received and reviewed.

**Goal Impact:** The HUD Consolidated Plan Process supports the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

**Legal Considerations:** All proposed Council actions and program activities are consistent with HUD regulations and requirements.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and approve funding categories for the 2010-2011 Second Program Year Action Plan.

**Attachments:** 2010-2011 Second Program Year Allocation Spreadsheet

**2010-2011 CONSOLIDATED PLAN PRELIMINARY ALLOCATIONS DEC. 30'09**

**CDBG - CAPITAL**

	COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK	2010-2011 NEW PROGRAM ALLOCATION AREAS
	<b>Capital Improvement Projects</b>				
	- Homeless Resource & Referral Center		\$200,000	\$0	
	- Sidewalk Repair				\$100,000
	<b>Total - Capital Projects</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$0</b>	

**CDBG - HOUSING**

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing Projects	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK
	<b>Office of Central Inspection</b>			
	Demolition and Clearance of Dangerous and Unsafe Buildings	\$171,000	\$171,000	\$171,000
	<b>Housing and Community Services</b>			
	- NIS Administration	\$457,894	\$482,173	\$482,173
	- Home Repair	\$395,277	\$659,467	\$659,467
	- Rental Housing Loan Program	\$100,000		
	<b>Community Based Home Repair</b>			
	- Neighborhood Clean-Up	\$50,000	\$50,000	\$50,000
	- Secondary Structure Demolition Program	\$5,000	\$5,000	\$5,000
	<b>Total - Housing Projects</b>	<b>\$1,179,171</b>	<b>\$1,367,640</b>	<b>\$1,367,640</b>

**CDBG - ECONOMIC DEVELOPMENT**

	COMMUNITY DEVELOPMENT BLOCK GRANT Economic Development	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK
	<b>Total - Economic Development</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**CDBG - NEW COMMUNITIES INITIATIVE/STOPBLIGHT**

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing and Community Services	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK
	- NCI/StopBlight/START - Property Improvements	\$328,500		
	- NCI/StopBlight/START - Neighborhood Inspector	\$61,500		
	<b>Total - New Communities Initiatives</b>	<b>\$390,000</b>	<b>\$0</b>	<b>\$0</b>

**CDBG - NEIGHBORHOOD INITIATIVES/PROGRAM INCOME**

	COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK
	CDBG Program Income: 08-09	\$400,000		
	CDBG Program Income: 09-10		\$500,000	
	<b>Total - Neighborhood Initiatives</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>

# 2010-2011 CONSOLIDATED PLAN PRELIMINARY ALLOCATIONS DEC. 30'09

## CDBG - PUBLIC SERVICES

	COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is \$1,163,310	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK	2010-2011 NEW PROGRAM ALLOCATION AREAS
	City Manager's Office - Neighborhood Assistance Program (DAB)	\$325,108	\$343,059	\$343,059	
	Housing and Community Services - Housing First Project Coordinator	\$60,000	\$63,605	\$63,605	
RFP	Women's Services				
	- Catholic Charities, Inc. - Harbor House	\$112,033	\$118,375	\$118,375	
	- YWCA of Wichita - Women's Crisis Center/Safehouse	\$157,000	\$150,658	\$150,658	
RFP	Youth Recreation and Enrichment				
	-YMCA (Youth Recreation Alliance)	\$100,000	\$74,000	\$74,000	
	- Inter-Faith Ministries GoZones!		\$18,000	\$18,000	
	- BBBS Leaders, Achievers, and Winners Camp		\$8,000	\$8,000	
RFP	Summer Youth Employment				
	- Wichita Family Services Institute	\$51,846	\$68,969	\$68,969	
	- Wichita Indochinese Center	\$81,593			
	- YMCA - Job Prep	\$0	\$94,217	\$94,217	
RFP	Job Training				\$50,000
	Down Payment and Closing Cost Assistance				\$50,000
<b>Total - Public Services</b>		<b><u>\$887,580</u></b>	<b><u>\$938,883</u></b>	<b><u>\$938,883</u></b>	

## CDBG - PLANNING AND ADMINISTRATION

	COMMUNITY DEVELOPMENT BLOCK GRANT Planning and Administration - CAP is \$569,706	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK
	Housing and Community Services			
	- CDBG Indirect Costs	\$66,390	\$57,749	\$57,749
	- CDBG Program Management	\$334,239	\$351,217	\$351,217
	- Fair Housing Initiatives	\$10,000	\$10,000	\$10,000
	Planning Department			
	- Historic Preservation Planning	\$92,117	\$97,161	\$97,161
	- Mandated Consolidated Plan Activities	\$24,255	\$25,710	\$25,710
<b>Total - Planning and Admin.</b>		<b><u>\$527,001</u></b>	<b><u>\$541,837</u></b>	<b><u>\$541,837</u></b>

**GRAND TOTAL - CDBG** **\$3,383,752** **\$3,048,360** **\$2,848,360**

**\$200,000**

Note: The PY10-11 total includes allocation of \$2,848,360 and \$200,000 anticipated from recaptured unexpended funds..

# 2010-2011 CONSOLIDATED PLAN PRELIMINARY ALLOCATIONS DEC. 30'09

## HOME PROJECTS

	HOME INVESTMENT PARTNERSHIPS PROGRAM Projects	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK
	<b>Housing and Community Services</b>			
	- HOME Investment Partnership Administration	\$165,008	\$183,353	\$183,353
	- HOME Operating Funds for CHDO's	\$75,000	\$50,000	\$50,000
	- HOMEownership 80 Program*	\$563,217	\$590,153	\$590,153
	- 2007 ADDI Downpayment/Closing Costs Grants**			
	- 2008 ADDI Downpayment/Closing Costs Grants**	\$15,610	\$0	\$0
	- Boarded-up House Program	\$200,000	\$300,000	\$300,000
	- Housing Development Loan Program	\$205,031	\$400,000	\$400,000
	- Deferred Loan Program	\$175,000	\$35,000	\$35,000
	<b>Total HOME Projects</b>	<b><u>\$1,398,866</u></b>	<b><u>\$1,558,506</u></b>	<b><u>\$1,558,506</u></b>

	HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK
	<b>CHDO Set Aside</b>		\$275,031	\$275,031
	<b>Community Housing Services</b>			
	- Single Family Home Development	\$65,434		
	<b>Mennonite Housing Rehab Services (MHRS)</b>			
	- Single Family Home Development	\$123,596		
	<b>Power CDC</b>			
	- Single Family Home Development	\$77,884		
	<b>Wichita Indochinese Center</b>			
	- Single Family Home Development	\$0		
	<b>Total CHDO Set Aside Projects</b>	<b><u>\$266,914</u></b>	<b><u>\$275,031</u></b>	<b><u>\$275,031</u></b>
	<b>Subtotal - HOME &amp; CHDO Set Aside Projects</b>	<b><u>\$1,665,780</u></b>	<b><u>\$1,833,537</u></b>	<b><u>\$1,833,537</u></b>
	<b>GRAND TOTAL - HOME</b>	<b><u>\$1,665,780</u></b>	<b><u>\$1,833,537</u></b>	<b><u>\$1,833,537</u></b>

## 2010-2011 CONSOLIDATED PLAN PRELIMINARY ALLOCATIONS DEC. 30'09

### ESG PROJECTS

	EMERGENCY SHELTER GRANT	2008-2009 ALLOCATIONS	2009-2010 ALLOCATIONS	2010-2011 CITIZEN FEEDBACK
	<b>Emergency Shelter Grant - Final Allocation</b>			
	<b>Essential Services - Maximum Allocation (30%)</b>		<b>\$35,914</b>	<b>\$37,579</b>
	- Catholic Charities - Anthony Family Shelter	\$4,659	\$4,659	
	- Inter-Faith Ministries - Inter-Faith Inn	\$4,258	\$4,258	
	- Inter-Faith Ministries - Safe Haven	\$0	\$0	
	- Salvation Army - Emergency Lodge	\$6,311	\$6,311	
	- United Methodist Open Door	\$20,771	\$20,686	
	<b>Maintenance and Operations</b>		<b>\$73,434</b>	<b>\$43,845</b>
	- Catholic Charities - Anthony Family Shelter	\$19,488	\$19,389	
	- Catholic Charities - Harbor House	\$6,689	\$6,662	
	- Inter-Faith Ministries - Inter-Faith Inn	\$19,544	\$19,447	
	- Inter-Faith Ministries - Safe Haven	\$8,755	\$8,719	
	- Salvation Army - Emergency Lodge	\$15,708	\$15,618	
	- YWCA - Women's Crisis Center	\$3,614	\$3,599	
	<b>Homeless Prevention - Maximum Allocation (30%)</b>		<b>\$9,655</b>	<b>\$37,579</b>
	- Center of Hope - Rent Assistance	\$9,693	\$9,655	
	<b>Administration - Maximum Allocation (5%)</b>		<b>\$6,263</b>	<b>\$6,263</b>
	- Housing & Community Services Department - ESG Administration	\$6,289		
	<b>GRAND TOTAL - ESG</b>	<b>\$125,779</b>	<b>\$125,266</b>	<b>\$125,266</b>

**City of Wichita  
City Council Meeting  
January 12, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Design Concepts for Kellogg from Greenwich Road to 159th Street East (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

.....

**Recommendation:** Approve the design concept.

**Background:** Kellogg Avenue (US54/400) is a vital east-west route through Wichita and Sedgwick County. Expansion of the Kellogg Avenue (US54/400) Corridor from a four lane expressway to the six lane freeway, known as the Kellogg Flyover began in 1990 through Wichita's Central Business District. Successive projects have extended the freeway section both east and west for a total 13 mile long six lane freeway from 111th Street West in west Wichita, to Cypress Road on the east side of Wichita. The current four lane segment of Kellogg Avenue (US54/400) from Cypress Road to 159th Street East abuts the six lane freeway on the west end. It extends east through the interchange at I-35 / Kansas Turnpike Authority (KTA) and at-grade intersections of Webb Road and Greenwich Road to 127th Street East. It continues thru the interchange at K-96 and at-grade intersections at 127th Street East, 143rd Street East and 159th Street East.

On December 4, 2007, the City Council approved an agreement with PB Americas, Inc. (PB), and a consortium of local consulting engineering firms including Baughman, TranSystems, MKEC and PB to develop a concept plan and prepare construction plans for a Kellogg Avenue (US54/400) freeway from Cypress to 127th Street East (Project I). A second project was approved with the same consortium to develop design concepts and right-of-way plans for the segment from 127th Street East to 159th Street East (Project II). PB has prepared a design concept for both projects. On April 14, 2009 Kansas Department of Transportation (KDOT) began developing concepts for a similar Andover project from 159th Street East to two and one half miles east thru the City of Andover.

**Analysis:** To develop the design concept, stakeholders were engaged to ensure that their concerns received fair consideration and the chosen alternative met federal and state requirements. Concept plans are now complete for the section of Kellogg from Greenwich Road to 159<sup>th</sup> Street East. Approval of this concept will allow the City to proceed with opportunity right of way purchases upon completion of the environmental clearance process.

The design is a six-lane freeway with continuous one-way frontage roads and interchanges at Greenwich Road, 143<sup>rd</sup> Street East, and 159<sup>th</sup> Street East. The existing interchange at K-96 will remain. The alignment of the Kellogg frontage roads at K-96 will allow for future geometric improvements at K-96 if and when they are deemed necessary.

Modeling of the recommended concepts revealed that the high volume of traffic on the intersecting major arterial streets requires long distances from Kellogg to the first full access point. For the intersections to function properly, it is important that access be limited to right-in and right-out.

**Financial Considerations:** None at this time, the project will be returned at a future date for approval of right of way acquisition budget.

**Goal Impact:** None.

**Legal Considerations:** None.

**Recommendation/Action:** It is recommended that the City Council approve the design concept including appropriate access controls, and authorizes the signing of State/Federal agreements as required.

**Attachment:** None.

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Wichita Airport Authority

**SUBJECT:** Fuel Farm Relocation  
Supplemental Agreement No. 1  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the budget adjustment and Supplemental Agreement No. 1.

**Background:** On August 5, 2008, the WAA approved a contract with Burns and McDonnell for \$48,503 to conduct a study of cost-effective and operationally efficient alternatives to the general aviation bulk fuel operations on Mid-Continent Airport. The initial budget was established for \$70,000 to cover the study and potential follow-on services the Airport may need to fully evaluate the issue.

**Analysis:** With the evaluation complete, it has been determined that it is not cost-effective at this time to construct a new fuel farm for general aviation users. Instead, the existing fuel farm, which was built in 1954, will be retained at its current location but it needs to be updated to store three (3) days of jet fuel for commercial airlines and cargo carriers, and also to more efficiently accommodate the general aviation users of both jet fuel and aviation gasoline. Staff has prepared Supplemental Agreement No. 1 with Burns and McDonnell for the services needed to design the necessary improvements so that the fuel farm can be updated to meet current codes and industry standards, and to extend its useful life.

**Financial Considerations:** The supplemental agreement for the professional services is a not-to-exceed amount of \$201,671. The total project budget has not yet been established, pending outcome of the design. To accommodate the design, a budget adjustment of \$200,000 is requested, bringing the total budget to \$270,000. The project will be funded by General Obligation bonds paid with Airport Revenue.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through maintaining sufficient and economical airport services to serve the community.

**Legal Considerations:** The Law Department has approved the supplemental agreement as to legal form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the budget adjustment and the supplemental agreement and authorize necessary signatures.

**Attachments:** Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE WICHITA AIRPORT AUTHORITY, "OWNER (CLIENT)",  
AND  
BURNS & McDONNELL, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated August 5, 2008 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport Aviation Fuel Farm.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

Design and preparation of construction plans and specifications to improve and upgrade the exiting aviation fuel farm. The Scope of Services for this Agreement is Exhibit G. The Site Plan is Exhibit H.

B. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on a cost plus fixed basis with the costs for CONSULTANT design services not to exceed of \$174,632.33 with a fixed fee of \$8,138.54. In addition to the design service costs a not to exceed amount of \$18,900.00 is provided for subconsultant costs for a not to exceed Supplemental Agreement total of \$201,670.87. Reference Exhibit I.

C. MODIFICATIONS TO THE ORIGINAL CONTRACT

- 1) Article II, Section J, add this sentence:

"The schedule for this Agreement is provided in EXHIBITJ, attached."

- 2) Article II, Section L, Paragraph 1, Sentence 2 shall be deleted and replaced with:

"Such policy of insurance shall be in amount not less than \$1,000,000."

- 3) Article II, Section L, Paragraph 1, Last Sentence shall be deleted and replaced with:

"The liability limit shall not be less than \$1,000,000 for each occurrence."

- 4) Article II, Section L, Paragraph 2, Sentence 3 shall be deleted and replace with:

"The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the CONSULTANT'S operations on Wichita Mid-Continent Airport or Colonel James Jabara Airport, whichever is applicable."

- 5) Article II, Section L, Paragraph 2, Last Sentence shall deleted and replaced with:

"In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is cancelled."

- 6) Article II, Section L, Paragraph 3, add this to the beginning of the paragraph:

"The total liability of CONSULTANT to OWNER shall not exceed the greater of the total compensation paid under this Agreement or \$1,000,000. Limits set forth in this Agreement shall apply notwithstanding any and all causes whatsoever including, but not limited to negligence (of any degree), errors, omissions, warranty, indemnity, strict liability or breach of contract."

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

By: \_\_\_\_\_  
Victor White, Director of Airports

ATTEST:

Burns & McDonnell  
9400 Ward Parkway  
Kansas City, Missouri 64114-3319

By: *Jerrich Bacht*  
Title: PROJECT MANAGER

By: *Randy R. Tope*  
Title: Associate Vice President

APPROVED AS TO FORM: *Yany E. Rehwinkel* Date: \_\_\_\_\_  
Director of Law

ATTCHMENTS: EXHIBIT G – Scope of Work  
EXHIBIT H – Site Plan  
EXHIBIT I – Fee Summary  
EXHIBIT J – Schedule

RECEIVED

DEC 22 2009

AIRPORT ENGINEERING

## Aviation Fuel Storage Facility Modifications – 2009 Mid-Continent Airport, Wichita, Kansas

### Scope of Services

#### PROJECT DESCRIPTION

It is our understanding that the Engineer's services will include engineering design and development of construction documents to improve/upgrade the existing aviation fuel storage facility at the Wichita Mid-Continent Airport. The project generally includes the following:

1. Evaluate Tank 3 settlement
  - a. Provide onsite representative to observe excavation of Tank 3. (Excavating contractor to be hired by Client to excavate tank inlet nozzle area to depth of top of tank to expose mechanical piping connection to tank. Excavation to be limited in nature so not to impact facility operations.)
  - b. Visibly observe exposed exterior of Tank 3 and submit investigation report to Client documenting observations and presenting recommendations to repair settlement issue(s).
2. Replace Jet A and Avgas issue pumps
  - a. Remove existing Jet A and Avgas issue pumps in each underground fuel storage tank.
  - b. Install new vertical turbine pumps which match flow and pressure requirements.
3. Paint existing Client-owned and operated mechanical equipment
  - a. Prepare exterior surface of existing piping, filter/separators, valves and meters per coating manufacturers' recommendations. Visually inspect prepared surfaces and notify Owner of any concerns with structural integrity of equipment. Paint and provide new identification per industry standards.
4. Replace electrical and controls systems
  - a. Building: Provide new pre-fabricated climate controlled electrical/controls building with foundation. New building to be sized for future expansion of the fuel facility and shall be in compliance with local building codes.
  - b. Power:
    - (1) Meet with facility electrician to identify existing electrical services to fuel storage facility control building, fuel storage facility office and pipeline equipment.
    - (2) Install new electrical service entrance, electrical panels and motor starters in new building. Service to be sized for existing load plus new offloading pump loads plus future expansion of the fuel facility.
  - c. Lighting: Replace existing fuel storage facility site lighting and loading station lighting (poles, fixtures, foundations, power, etc.).
  - d. Controls:
    - (1) Install new PLC-based controls system to improve reliability of facility operations and provide for future facility expansion.
    - (2) Replace the existing Gasboy CFN II fuels management system (new system type dependent on necessary reporting and inventory features to be discussed with Operator during initial site investigation).

## Aviation Fuel Storage Facility Modifications – 2009 Mid-Continent Airport, Wichita, Kansas

### Scope of Services

- (3) Replace existing Emergency Fuel Shutoff (EFS) system that shuts off existing pumps with new hard-wired relay system in electrical building. Include provisions for new unloading pumps and dispensers. Reconnect two existing EFS stations in the fuel farm and one existing station at each fuel loading island. Provide new EFS station at gasoline and diesel dispenser area.
- (4) The new controls system will integrate the new pump controls, new Emergency Fuel Shutoff system, existing Veeder-Root system, existing summary alarm to pipeline receipt system, existing Scully overfill and ground verification devices and existing leak detection system (to be confirmed with Operator during initial site investigation).
- e. The existing building and electrical / controls systems are to remain in service during the new building construction. Once new systems are in place and functioning properly, remove existing electrical equipment and controls system.
- 5. Improve safety shower and eye wash systems at facility
  - a. Install new safety shower and eyewash station in tank farm area.
  - b. Provide signage at existing safety shower and eyewash at fuel facility office.
- 6. Expand Jet fuel and Avgas transport receipt capabilities
  - a. Expand the access road pavement to the west and east sides of the existing road and expand the pavement turn radii along the north and south sides of the fuel storage area. Modify / replace existing stormwater inlets near east unloading station.
  - b. Demolish two existing light poles in parking lot west of facility and provide new security fence (locate to minimize impact on parking lot). Provide new AOA security fence on north, east and south of facility with access gates at locations defined by Client. Provide conduit infrastructure to allow for future installation of computer controlled access gate (gate operator, card reader, etc.).
  - c. Remove existing underground unleaded gasoline tank located at the southeast corner of the facility beneath road modifications and demolish associated piping/dispenser.
  - d. Demolish existing transport truck unloading equipment at west station. Install new equipment pad and new truck receipt equipment consisting of 400 gpm self-priming centrifugal pump, 4-inch strainer, and 4-inch flow control valve. Connect to existing underground 4-inch line connecting to the pipeline filtration manifold.
  - e. Provide second 400gpm unloading station consisting of 400 gpm self-priming centrifugal pump, 4-inch strainer, and 4-inch unloading flow control valve on new equipment pad with new four-inch aboveground piping to existing pipeline receipt filter/separator manifold.
  - f. Provide reclaim tank with piping for connection of thermal reliefs and air vents on new unloading equipment. Reclaim system will be located / sized for future connection of existing inbound filtration vents and drains.
  - g. Metering of received Jet A via the truck unloading stations will remain a manual operation, no remote monitoring of flow meters or inventory reporting is included.

## Aviation Fuel Storage Facility Modifications – 2009 Mid-Continent Airport, Wichita, Kansas

### Scope of Services

Provide conduit infrastructure to allow for future connection to an automated inventory system.

- h. Provide motor starters in electrical building and start/stop stations at each of the unloading positions, with controls and permissives similar to existing operation.
- 7. Replace access road pavement
  - a. Replace existing access road pavement. New pavement to be concrete with new spill containment areas at both east and west unloading stations with inlets and containment drains to existing stormwater manhole upstream of oil/water separator.
  - b. Include modifications to curbing and inlets to reduce stormwater flow processed by oil/water separator.
- 8. Replace concrete spill containment at refueler loading islands
  - a. Identify extent of damaged pavement and replace to comply with SPCC requirements.
- 9. New abovegrade gasoline and diesel storage tank skids
  - a. Provide foundation on AOA, south of existing oil/water separator, sized for two aboveground storage tank skids.
  - b. Provide 3,000 gallon storage tank skid with dispenser for both gasoline and diesel systems. Tanks to be filled via transport truck parked on access road inside facility, with access to tank fill spill boxes on tanks via new pedestrian gate.
  - c. Relocate existing card reader (or provide new if existing is not compatible with new controls system) near skids.
  - d. Relocate existing gasoline tank level transmitter (or provide new if existing is incompatible length for new tank). Provide new diesel tank level transmitter.
  - e. Provide power to skids / card reader and integrate into new Emergency Fuel Shutoff system.
- 10. Maintain condition of existing cathodic protection system
  - a. During construction, require Contractor to provide cathodic protection subcontractor to relocate existing rectifier and maintain condition of existing cathodic protection system. Any damage to the cathodic protection system due to excavation would be repaired in this project. Design of additional cathodic protection systems are not included, no new underground structures requiring cathodic protection are being installed.
- 11. Design criteria
  - a. Fueling systems for this facility will be designed in accordance with applicable federal / state / local industry standards (API, ASME, NFPA, UL) and recommended engineering practice.
  - b. General design criteria will be based on City of Wichita Office of Central Inspection requirements.

# Aviation Fuel Storage Facility Modifications – 2009 Mid-Continent Airport, Wichita, Kansas

## Scope of Services

### SCOPE OF SERVICES

The following engineering tasks and deliverables will be provided in connection with the facility improvements listed above:

#### 1. Initial Activities

- a. Initial Site Visit: Conduct an initial site visit to gather site data, review existing conditions, identify specific airport design guidelines, and review locations of proposed facilities. Meet with airport, city officials, fire department and other governmental authorities, as appropriate, to identify applicable codes and standards and define project permit requirements. (Assume 1 trip for 4 people for 2 days.)
- b. In-house QC Review: The project team and the in-house review team will conduct a review of the study and report concepts (Q1 and Q2).
- c. Identify Coordination Issues:
  - (1) Interface points with other equipment/systems, consider phasing requirements.
  - (2) Location of utility corridors and piping runs for efficient use of site.
  - (3) Data/information which will need to be relayed to others.
  - (4) Coordinate proposed project construction activities with other anticipated airport work.
- d. Identify Engineering Design Criteria:
  - (1) Review and identify applicable codes, regulations, and industry standards to be met.
- e. Identify Environmental Permitting Requirements and Contamination Parameters: Provide list of permits to Client for distribution to Contractor. Construction documents will include parameters to quantify degree of contamination that would require Contractor to notify Client. These action levels may require Contractor to coordinate with the Client for removal / relocation of any contaminated soil.
- f. Topographical Survey: Surveyor subconsultant will develop electronic survey file with appropriate benchmarks for the project. Prior to surveying, utilities will be located and utility locations included in survey.
- g. Geotechnical Survey: Geotechnical subconsultant will perform subsurface investigation and develop report with recommendations for the project.
- h. Site Visit to Investigate Tank 3 Settlement: Mechanical staff will meet at site with Operator and Client's underground storage tank contractor to evaluate Tank 3. (Assume 1 trip for 1 person for 1 day.)

# Aviation Fuel Storage Facility Modifications – 2009 Mid-Continent Airport, Wichita, Kansas

## Scope of Services

### 2. Design Services

At key points of the project design documents development (35%, 65%, 90%) the Engineer will provide drawings and specifications for review by the Client. Issued for Construction documents will be submitted to the Client at the end of the Design phase. See attachment for list of anticipated deliverables.

#### a. Schematic Design Development Phase (35%):

- (1) For this phase, the Engineer will develop schematic design documents. As part of this effort we will review, verify and evaluate the following technical aspects:
  - Facility access road dimensions and layout.
  - Proposed pump size and identify dimension constraints.
  - Proposed truck unloading position locations and connection points.
  - Utility arrangements at the tank farm.
  - Existing building features (if any) that should be considered in layout of the new building.
  - Existing and proposed electrical power and controls systems.
- (2) The following concept drawings will be developed during this phase:
  - Overall site plan to identify concept layout of expanded transport receipt capabilities, location of new electrical/controls building, location of new eyewash station, and limits of concrete replacement at refueler loading islands.
  - General utility plan(s).
  - Existing utility survey plan with fence-mounted utilities identified.
  - Mechanical piping/schematic diagram(s).
  - Electrical single-line diagram(s).
  - Electrical control riser diagram(s).
  - Building layout plan.
- (3) Submit schematic construction cost estimate for Client review with bid options identified (1 copy, PDF).
- (4) Submit schematic design documents for Client review (1 full-size drawing set, 2 half-size drawing sets, PDFs).
- (5) Participate in a 35% design review with Client and other appropriate project stakeholders with follow-up site investigation to confirm design concepts. (Assume 1 trip for 3 people for 2 days.)

#### b. Preliminary Design Development Phase (65%):

- (1) Once the concepts are established and verified, the Engineer will then develop preliminary drawings and system details to further refine the concepts. Major elements of the design in this phase include:

## **Aviation Fuel Storage Facility Modifications – 2009 Mid-Continent Airport, Wichita, Kansas**

### **Scope of Services**

- Respond to 35% review questions and incorporate comments.
  - Phasing plan(s) to define overall sequence of work and to identify operations that must remain in service during construction activities.
  - Finalize the site layout to incorporate facility improvements.
  - Initial selection of equipment including pumps, valves, meters, and other required items.
  - Mechanical flow diagrams showing all major components.
  - Preliminary mechanical layout plans.
  - System controls design and written description of the control scheme.
  - Technical specification sections or portions of sections using the CSI three-part format. Wherever possible, notes will be used on the drawings in lieu of detailed specifications. (Contract Terms and Conditions and General Requirements to be provided by the Client.)
  - Preliminary structural design of building foundation, equipment foundations, and other items. Structural design will also include pipe supports.
  - Electrical one-line diagrams will show all major components.
  - Preliminary electrical layout plans with existing fence-mounted conduits identified.
- (2) Submit preliminary construction cost estimate (1 copy, PDF) for Client review with narrative defining bid options (1 copy, PDF).
- (3) Submit preliminary design documents for Client review (1 full-size drawing set, 2 half-size drawing sets, 1 copy of specifications, PDFs).
- (4) Participate in a 65% design review with Client and other appropriate project stakeholders. (Assume 1 trip for 1 person for 1 day.)
- c. Final Design Development Phase (90%):
- (1) After receiving the Client's comments on the preliminary design documents, Engineer will prepare final design documents including drawings and specifications for the designated facility improvements. Major elements of this phase include:
- Respond to 65% review questions and incorporate comments.
  - Final design drawings including all plans, layout, details, and sections.
  - Coordinate Client's front end contract documents specifications and bid package criteria with technical specifications.
  - Coordinate with Client to develop requirements in specifications defining Contractor's responsibilities if contaminated soils are found during construction.
  - Final technical construction specifications for all disciplines.
- (2) Perform in-house quality control reviews by designers and peers to ensure compliance with the design intent and constructability. (Q3 and Q4)

**Aviation Fuel Storage Facility Modifications – 2009  
Mid-Continent Airport, Wichita, Kansas**

**Scope of Services**

- (3) Submit final construction cost estimate (1 copy, PDF) for Client review with narrative defining bid options (1 copy, PDF).
  - (4) Submit final design documents for Client review (1 full-size drawing set, 2 half-size drawing sets, 1 copy of specifications, PDFs).
  - (5) Submit final design documents to City of Wichita Office of Central Inspection for Plan review (3 full-size drawing sets, 3 site utility/drainage plans indicating total impervious area at site, 1 copy of specifications).
  - (6) Participate in a 90% design review with Client and other appropriate project stakeholders. (Assume 1 trip for 1 person for 1 day.)
- d. Construction Documents: Major elements of this phase include the following:
- (1) Conduct final in-house quality control reviews (Q5 and Q6).
  - (2) Respond to and incorporate City of Wichita Office of Central Inspection comments.
  - (3) Submit construction documents to City of Wichita Office of Central Inspection (3 full-size drawing sets, 3 site utility/drainage plans indicating total impervious area at site, 1 copy of specifications).
  - (4) Respond to 90% review questions and incorporate comments.
  - (5) Submit construction cost estimate (1 copy, PDF) and narrative of bid options (1 copy, PDF) to Client for use in evaluating bids.
  - (6) Submit construction documents to Client (1 full-size vellums, 5 full-size drawing sets, 3 half-size drawing sets, 1 copy of specifications, PDFs, AutoCAD files).

# **Aviation Fuel Storage Facility Modifications – 2009 Mid-Continent Airport, Wichita, Kansas**

## **Scope of Services**

### **CLARIFICATIONS TO PROPOSAL FOR SERVICES**

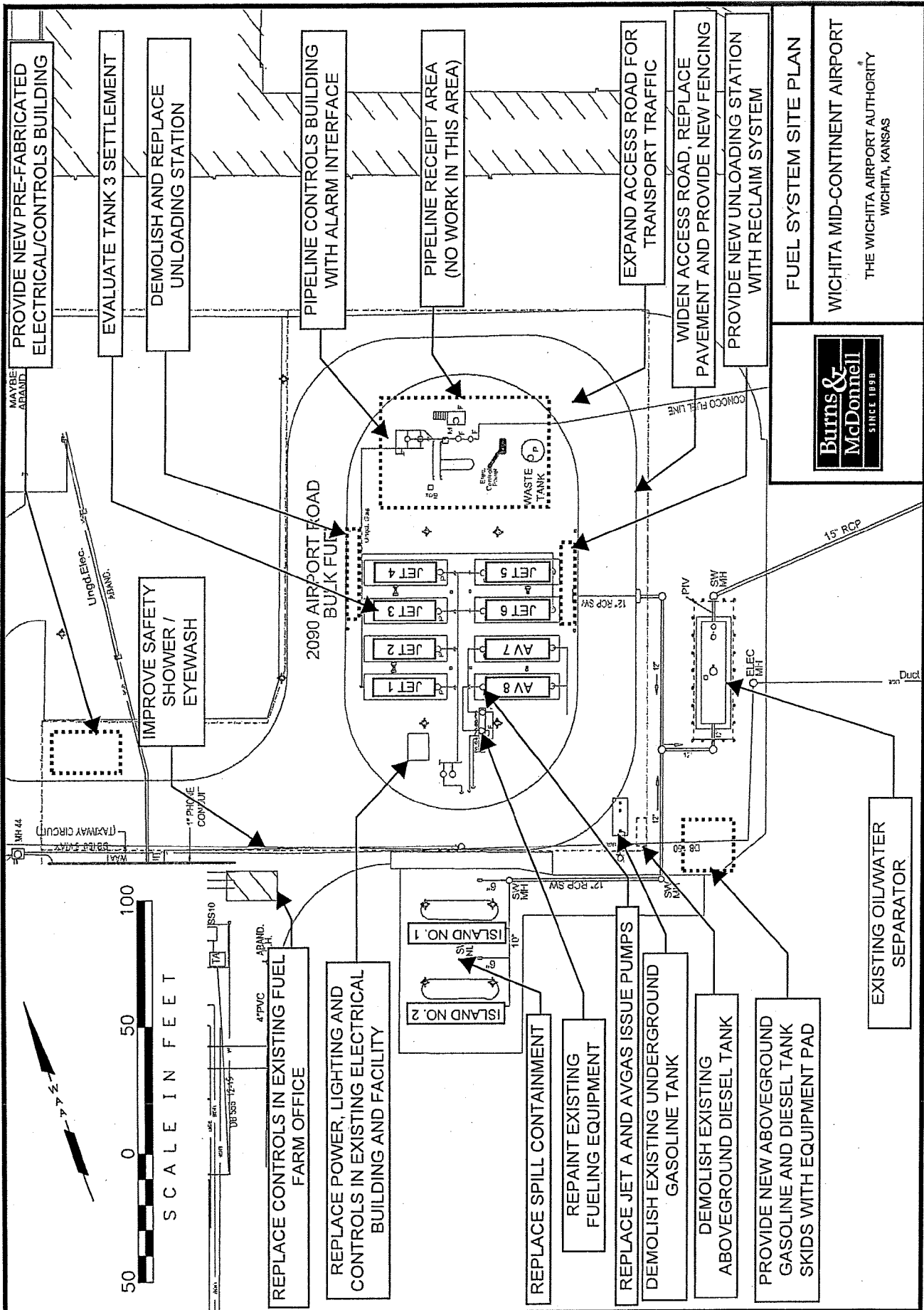
#### **1. Assumptions**

- a. Client will provide available information such as construction drawings and information regarding existing utilities, buried foundation elements, prior fill or known construction activities.
- b. Topographical survey information for the site is not available. Scope of services includes cost to develop electronic survey information and integrate into project CADD files.
- c. Subsurface information for the site is not available. Scope of services includes cost to develop geotechnical report.
- d. Client will coordinate with Engineer to develop Access and Security plan showing gate access throughout Airport for Engineer's development of haul route, Contractor staging area and temporary AOA fencing.
- e. Client will review drawing border, format, list of abbreviations to be used on the project, Engineer's Drafting Standards, and other basic information required to develop CADD drawings. AutoCAD (version 2008) will be used for development of drawings.
- f. Client will provide, under separate contract, Contractor to expose Tank 3 and coordinate schedule of tank excavation with Engineer.
- g. Client's current testing and maintenance agreement for existing cathodic protection system will not cover work performed in this project. Client will provide initial cathodic protection survey to verify condition of system. Specifications will require Contractor to implement any repairs necessary at end of project to return cathodic protection system to initial condition. Design of new cathodic protection systems is not required.
- h. Phasing plans will be noted on drawings and be detailed enough to identify systems needing to remain active during construction. Effort to develop construction activity level details will be deferred to Contractor.
- i. Client will coordinate removal of existing aboveground diesel tank and dispenser.
- j. Client will provide contact information for appropriate parties at ConocoPhillips. Engineer will be responsible for coordinating with ConocoPhillips for pipeline interfaces and operational issues that could be affected by project. Specifications will require Contractor to coordinate construction activities with ConocoPhillips.

# **Aviation Fuel Storage Facility Modifications – 2009 Mid-Continent Airport, Wichita, Kansas**

## **Scope of Services**

- k. Pipeline controls are not included in this project. These controls are the responsibility of ConocoPhillips. Replacement / rewiring of pipeline equipment will not be addressed in this project, with the exception of a summary alarm from the fuel storage facility control system to the pipeline control system.
- 2. Items NOT included in the scope of this proposal:**
- a. Characterization, removal, clean up or disposal of any associated contaminated soil and/or groundwater.
  - b. Development of Operations and Maintenance manuals for any installed equipment. Specifications will require Contractor to provide manuals for review by Client and / or Client's representative.
  - c. Development of SWPPP / SPCC plans or other environmental compliance plans.
  - d. Permit fees to local Airport / City Authorities for review services (applications and submittals to the City of Wichita Office of Central Inspection for Plan review are included as identified above).
  - e. Permit applications or fees to local Airport / City Authorities for procurement of construction permits (applications and submittals to the City of Wichita Office of Central Inspection for Plan review are included as identified above).
  - f. Design services for Tank 3 repairs are currently not addressed in this proposal since the required repairs are not yet known.
  - g. Engineering services involved with bidding, award or construction of project.
- 3. Subcontract clarifications:**
- a. The geotechnical scope of services assumes a single mobilization to the site and assumes that the boring locations are accessible to two-wheel drive, truck-mounted equipment. In the event the work locations are not accessible, costs incurred for tow trucks and / or remobilizations are not included.

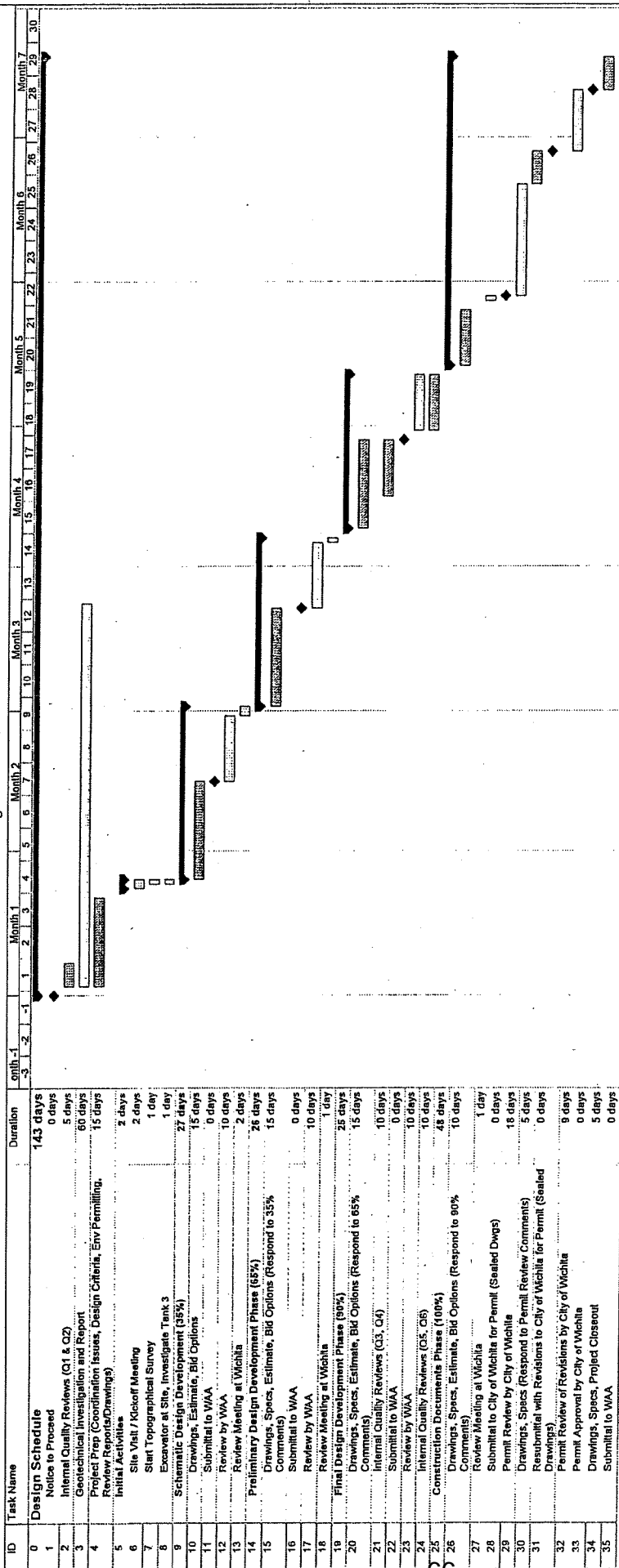


FUEL SYSTEM SITE PLAN

WICHITA MID-CONTINENT AIRPORT  
THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS



Wichita Airport Authority  
Aviation Fuel Storage Facility Modifications - 2009  
Wichita Mid-Continent Airport  
Design Schedule



Project: Design Schedule  
Date: Mon 7/6/09

Task  
Split

Progress  
Milestone

Summary  
Project Summary

External Tasks  
External Milestone

Deadline

**DERIVATION OF CONSULTANT PROJECT COSTS**  
**SUMMARY OF COSTS**  
**Wichita Airport Authority**  
**Aviation Fuel Storage Facility Modifications - 2009**  
**Wichita Mid-Continent Airport**  
**Design Services**  
**15-Sep-09**

**1 DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	58.00	\$39.67	\$2,300.86
Project Assistant	24.00	\$18.00	\$432.00
Principal	4.00	\$51.29	\$205.16
Supervisory/QC Engineer	59.00	\$44.00	\$2,596.00
Sr. Engineer	750.00	\$43.00	\$32,250.00
Jr. Engineer	0.00	\$30.00	\$0.00
Sr. Architect	18.00	\$41.89	\$753.96
Jr. Architect	0.00	\$32.00	\$0.00
Sr. CADD	195.00	\$23.43	\$4,568.85
Jr. CADD	226.00	\$18.50	\$4,181.00
Scheduler	24.00	\$41.89	\$1,005.28
Estimator	90.00	\$38.00	\$3,420.00
Geotechnical Engineer	55.00	\$43.44	\$2,388.97
Sr. Environmental Engineer	20.00	\$44.98	\$899.53
Jr. Environmental Engineer	0.00	\$30.00	\$0.00
Secretarial/Word Processing	41.00	\$18.00	\$738.00
Subtotal =	1,564.00		
Total Direct Salary Costs			= \$55,739.62

**2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Direct Salary Costs @ Overhead Rate of 192.02% = \$107,031.21

**3 SUBTOTAL:**

Items 1 and 2 = \$162,770.83

**4 PROFIT:**

Direct Salary Costs + Overhead @ Profit Rate of 5.00% = \$8,138.54

**5 SUBTOTAL:**

Items 1, 2 and 4 = \$170,909.37

**6 OUT-OF-POCKET EXPENSES:**

a. Mileage (5 Trips)	900.00	Miles @	\$0.550	/ Mile =	\$495.00
b. Lodging	7.00	Nights @	\$85.00	/ Night =	\$595.00
c. Meals	17.00	Days @	\$50.00	/ Day =	\$850.00
d. Computer CADD	421.00	Hours @	\$7.00	/ Hour =	\$2,947.00
e. Computer Eng.	1143.00	Hours @	\$3.50	/ Hour =	\$4,000.50
f. Materials and Supplies				=	\$2,974.00
Total Out-of-Pocket Expenses					= \$11,861.50

**DERIVATION OF CONSULTANT PROJECT COSTS**  
**SUMMARY OF COSTS**  
Wichita Airport Authority  
Aviation Fuel Storage Facility Modifications - 2009  
Wichita Mid-Continent Airport  
Design Services  
15-Sep-09

<b>7</b>	<b><u>SUBTOTAL:</u></b>		
	Items 1, 2, 4 and 6	=	\$182,770.87
<b>8</b>	<b><u>SUBCONTRACT COSTS</u></b>		
	a. Topographical Survey Subconsultant	=	\$12,000.00
	b. Geotechnical Subconsultant	=	\$6,900.00
		=	\$18,900.00
<b>9</b>	<b><u>NOT-TO-EXCEED PROJECT DESIGN BUDGET:</u></b>		
	Items 1, 2, 4, 6 and 8	=	\$201,670.87

Design Services

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Wichita Airport Authority

**SUBJECT:** Terminal Apron Reconstruction, Phase II  
Change Order No. 1  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

**Recommendation:** Approve the change order.

**Background:** On February 5, 2008, the Wichita Airport Authority approved a contract with Cornejo & Sons Inc. to construct Terminal Apron Reconstruction, Phase II in preparation for the upcoming new terminal building construction.

**Analysis:** During construction, modifications were necessary to accommodate hidden sanitary sewer utility conditions, address a change in the Transportation Security Administration regulations regarding security, and to install FAA-mandated surface painted holding position signs.

**Financial Considerations:** The change order amount of \$72,940.80 is an addition representing an increase of one and one half percent from the bid amount of \$4,739,255.27, which adjusts the new contract amount to \$4,812,196.07. This change order does not increase the contract time or the project budget. The cost of this change order is included in the current overall Air Capital Terminal 3 project budget of \$38,364,572. Funding will be from Federal Aviation Administration Airport Improvement Program grants and Passenger Facility Charges.

<u>Item</u>	<u>Amount</u>	<u>Description</u>	<u>Date</u>
Contract	\$4,739,255.27	Initial Contract	10-7-08
C. O. #1	<u>72,940.80</u>	Surface signs, Sewer line mods, Fence	Pending
	\$4,812,196.07	Total	

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow for future terminal development.

**Legal Considerations:** The change order has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

**Attachments:** Change Order No. 1.

**CHANGE ORDER # 1**  
**FAA PROJECT # 3-20-0088-57**

CHANGE ORDER  
No. 1.

Dated Monday, December 28, 2009.

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Owner's Project No. FAA AIP No. 3-20-0088-57 City of Wichita No. 455-361-2

Project: Reconstruction of Terminal Apron - Phase 2  
At The Wichita Mid-Continent Airport, Wichita Kansas

Owner: The Wichita Airport Authority

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Contractor: Cornejo & Sons, Inc. Contract Date: 07 October 2008

Contract For: (a) Earthwork includes excavation and/or placement of subgrade material within the project limits, preparation and compaction of the project subgrade to the lines and grades shown on the plans, area grading outside the neat lines of pavement and placement of topsoil. (b) Paving work includes construction of (1) plant mix bituminous pavements for haul road repair and temporary transitions between new and existing pavement; (2) bituminous treated drainage layer; and (3) Portland cement concrete pavement. (c) Seeding and sodding. (d) Installation of taxiway edge lights and taxiway guidance signs, and removal and replacement of taxiway edge lights. (e) Miscellaneous storm sewer, inlet and manhole construction, and construction of pavement sub-drains. (f) Painting taxiway and apron pavement markings. Also included is all incidental, supplementary and associated work necessary to complete the above improvements.

---

Nature of Change:

SUMMARY

- 1] An alteration to comply with the Transportation Security Administration (TSA) changes regarding security to install a temporary security fence, restrict access to the Security Area, and post an additional security gate guard at Gate 4. The cost for this change is \$26,132.70. There is no change in contract time due to this change.
- 2] Install a Temporary 8" PVC Sanitary Sewer Connection to maintain service. The cost for this change is \$7,572.20. There is no change in contract time due to this change.
- 3] Install surface painted holding position signs as referenced in Federal Aviation Administration Advisory Circular No. 150/5340-1J Change 1. The cost for this change is \$39,235.90. The surface painted signs shall be completed by 15 April 2010.

**RECEIVED**

DEC 29 2009

**AIRPORT ENGINEERING**

**CHANGE ORDER # 1**  
**FAA PROJECT # 3-20-0088-57**

---

The Changes Are Approved:

Professional Engineering Consultants, P.A.


By: 

Date: 29 DECEMBER 2009

The Changes Are Accepted:

Cornejo & Sons, Inc.

Contractor

By: 

Date: 12-29-09

To: Cornejo & Sons, Inc., Contractor

You are directed to make the changes noted in the subject contract:

By Direction of the Wichita Airport Authority

Carl Brewer, Owner

Date: \_\_\_\_\_

Gary Rebenstorf, Director of Law  
Approved as to form

Date: \_\_\_\_\_

Attest

Date: \_\_\_\_\_

**CHANGE ORDER # 1**  
**FAA PROJECT # 3-20-0088-57**

The changes result in the following adjustment of Contract Price and Contract Time:

3-20-0088-57 Contract Price Prior to This Change Order	<u>\$ 4,739,255.27</u>
FAA Non-Participating Contract Price Prior to This Change Order	<u>\$ 0.00</u>
Total Contract Price Prior to This Change Order	<u>\$ 4,739,255.27</u>

3-20-0088-57 Net Increase Resulting from This Change Order	<u>\$ 72,940.80</u>
FAA Non-Participating Net Increase Resulting from This Change Order	<u>\$ 0.00</u>
Total Net Increase Resulting from This Change Order	<u>\$ 72,940.80</u>

Current 3-20-0088-57 Contract Price Including This Change Order	<u>\$ 4,812,196.07</u>
FAA Non-Participating Contract Price Including This Change Order	<u>\$ 0.00</u>
Total Contract Price Including This Change Order	<u>\$ 4,812,196.07</u>

Total Contract Time Prior to This Change Order	<u>120</u>	Calendar Days
Total Net Increase Resulting From This Change Order	<u>0</u>	Calendar Days
Total Contract Time Including This Change Order	<u>120</u>	Calendar Days

Permanent Seeding Contract Time Prior to This Change Order	<u>10</u>	Calendar Days
Permanent Seeding Net Increase Resulting From This Change Order	<u>0</u>	Calendar Days
Permanent Seeding Contract Time Including This Change Order	<u>10</u>	Calendar Days

**CHANGE ORDER # 1**  
**FAA PROJECT # 3-20-0088-57**

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

**ITEM NO. 1:** As a result of Transportation Security Administration (TSA) changes regarding security, the contractor installed a temporary security fence with a Security Gate Guard.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u>	<u>COST</u>
			<u>COST</u>	<u>EXTENSION</u>
38 Temporary Relocated Security Fence	1	LS	\$ 26,132.70	\$ 26,132.70

**TOTAL COST ITEM NO. 1** **\$ 26,132.70**

There shall be no change in contract time due to this change.

**ITEM NO. 2:** Due to concurrent project design/construction sequencing changes, the sanitary sewer that parallels the Air Cargo Road side of the Cargo Building needed to remain in service until the new sanitary sewer is constructed on a separate project. The contractor installed a Temporary 8" PVC Sanitary Sewer Connection. This work was performed under Section 90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK after the Owner would not accept the Contractor's original proposed cost of \$ 13,657.60. Attached is supporting information referenced as Exhibit "A".

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u>	<u>COST</u>
			<u>COST</u>	<u>EXTENSION</u>
39 Temporary Sanitary Sewer Connection	1	LS	\$ 7,572.20	\$ 7,572.20

**TOTAL COST ITEM NO. 2** **\$ 7,572.20**

There shall be no change in contract time due to this change.

**ITEM NO. 3:** The contractor is to install surface painted holding position signs as referenced in Federal Aviation Administration Advisory Circular No. 150/5340-1J Change 1.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u>	<u>COST</u>
			<u>COST</u>	<u>EXTENSION</u>
40 Surface Painted Runway Hold Signs	1	LS	\$ 39,235.90	\$ 39,235.90

**TOTAL COST ITEM NO. 3** **\$ 39,235.90**

The surface painted signs shall be completed by 15 April 2010. For failure to complete the work for the surface painted signs by 15 April 2010, the Contractor agrees to pay to the Owner the sum of \$5,000.00 per day for each calendar day thereafter the work remains uncompleted.

**TOTAL COST FOR CHANGE ORDER NO. 1** **\$ 72,940.80**



**Wichita Airport Authority**

November 30, 2009

Joe Edmundson, P. E.  
Professional Engineering Consultants, P.A.  
303 S. Topeka  
Wichita, KS 67202

Re: Wichita Mid-Continent Airport  
Terminal Apron Reconstruction, Phase II

Dear Mr. Edmundson:

We will accept your recommendation of the force account work of \$7,572.20 for the sanitary sewer connection as detailed in your November 25, 2009 letter. This work should be in the upcoming change order.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.  
Airport Engineering and Planning Division Manager

JMO\lfb

cc: Don Dearmont, Construction Superintendent  
J. Michael Carter, PE, Program Manager, AECOM/DMJM Aviation  
Phil Hannon, Principal Architect, HNTB Corporation

RECEIVED

DEC 01 2009

PEC



**Professional Engineering Consultants, P.A.**

25 November 2009

Mr. John M. Oswald, P.E.  
Director of Engineering and Planning  
Wichita Airport Authority  
Wichita Mid-Continent Airport  
P.O. Box 9130  
Wichita, Kansas 67277-0130

Re: Reconstruction of Terminal Apron - Phase 2  
Wichita Mid-Continent Airport, Wichita Kansas  
City of Wichita Project No. 455-361-2  
FAA AIP No. 3-20-0088-57  
PEC No. 70X-08437-002

Dear Mr. Oswald:

Transmitted herewith is the Contractor's letter dated 12 November 2009 responding to our request for revisions to the documentation regarding the Force Account Cost to install a Temporary 8" PVC Sanitary Sewer Connection. We take no exception to the Contractor's explanation of disputed costs detailed in our letter to the Contractor dated 08 October 2009.

We would recommend accepting the contractors submitted Force Account cost of \$7,572.20 for this work.

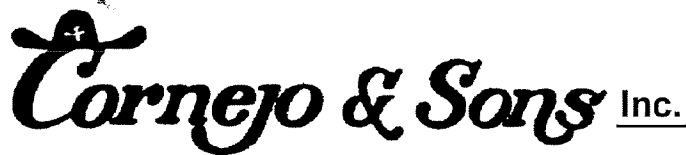
Please advise on how you wish to proceed.

Sincerely,  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Bradley J. Edmundson, P.E.  
Resident Engineer

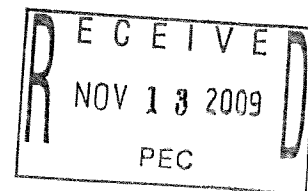
Attachment

cc: Mr. Gregg Greenwood, P.E.  
File



2060 Tulsa PO Box 16204 Wichita, KS 67216  
Office (316) 522-5100 Fax (316) 522-8187

November 12, 2009



Joe Edmundson, PE  
PEC  
3035 S Topeka  
Wichita, KS 67202

Ref: Mid continent Airport Reconstruction of Terminal Phase 2  
FAA AIP #3-20-0088-57  
City of Wichita # 455-361-2

Mr. Edmundson

Cornejo and Sons requests a change order for the following changes to the work:

Sanitary Sewer Relocation per revised Sheet 9R  
Sanitary Sewer installation Force Account

Subcontract	\$6,883.82
10% OH&P	\$ 688.38
Total Request	\$7,572.20

Attached is the revised subcontractor documentation of costs to perform the work as well as further explanation of costs as requested. In addition to the above, any changes to Quantity of Sanitary Sewer Removal and Sanitary Manhole Removal will be covered under Contract Unit Prices.

Sincerely,

Bill Wenger  
General Manager



November 4, 2009

Mr. Bill Wenger  
Cornejo & Sons, Inc.  
PO Box 16204  
Wichita, KS 67216

**Project: Response to Comments on Force Work account letter of  
Reconstruction of Terminal Apron-Phase 2- Wichita Mid-Continent Airport**

Dear Bill,

UCI provides the following concerning comments on the letter of October 8, 2009 regarding Force work account


1. a) Randy Rohrback efforts on that day included securing pumping equipment and supplies to do the live tie in on the 8" sewer.  
b & c) Clay Dillon and Ryan Wiksten were planning the work in insure a operation that did not disrupt services. Planning is as much of an activity as laying pipe and is required for these types of operations Neither Clay or Ryan is considered a general superintendant as they are specifically assigned to the project and this task. As documented on the time sheets signed by PEC representative this line was not engineered and Ryan & Clay had to "figure Grade and layout on the line" as this was not given to UCI.
2. Attached are revised sheets with materials marked out that were not used on this item of work.
3. UCI did not include tax in the billing as shown on the invoice.
4. Certification affixed to recap sheet.

UCI in good faith offered this work as a Force Account in lieu of th a lump sum price and feels that this is truly a cost representative of the work in fact UCI used its own internal equipment rates in lieu of Blue book rates typically used for this work which would have substantially raised the total price.

Should you have any further questions please contact me at 316-265-9506.

Respectfully,

UTILITY CONTRACTORS, INC.

  
David B. Odell

Sr. Project Manager



Professional Engineering Consultants, P.A.

08 October 2009

Mr. Bill Wenger  
Project Manager  
Cornejo & Sons, Inc.  
2060 Tulsa  
P.O. Box 16204  
Wichita, Kansas 67216

Re: Reconstruction of Terminal Apron - Phase 2  
Wichita Mid-Continent Airport, Wichita Kansas  
City of Wichita Project No. 455-361-2  
FAA AIP No. 3-20-0088-57  
PEC No. 70X-08437-002

Dear Mr. Wenger:

We received your letter dated 21 September 2009 regarding the Force Account Cost to install a Temporary 8" PVC Sanitary Sewer Connection. We have the following comments and require the following information to process this request:

1) On 05 August 2009,

- a) Randy Rohrbach was not observed on the site. His 2.5 hours is being disputed.
- b) Ryan Wiksten and Clay Dillon were observed at the site working for 2 hours with the rest of the crew. 3.5 additional hours for each are being disputed. No additional allowance shall be made for general superintendents.
- c) Three (3) GMC 2500 Pickups show 3.5, 3.5, and 2.5 hours assumed to be associated with Wiksten, Dillon, and Rohrbach are being disputed.

2) Invoices include materials not used for the work. Items used in the work shall be clearly identified and others marked out.

3) Kansas Concrete Cutting Invoice shows tax but project is Tax Exempt.

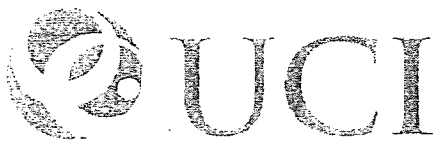
4) Furnish an affidavit certifying that the material quantity claimed was actually used, and the price and transportation costs claims represent the Contractor's actual costs.

Please make these revisions and resubmit documentation. If you have any questions please contact us.

Sincerely,  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Bradley J. Edmundson, P.E.  
Resident Engineer

Cc: Mr. John Oswald, P.E.  
Mr. Gregg Greenwood, P.E.  
File



Invoice #: 108107-100  
Invoice Date: 09/14/09

659 N. Market Street \* P.O. Box 2079 \* Wichita, KS 67201-2079  
Phone (316) 265-9506 Fax (316) 265-8314

To: Cornejo & Sons  
Attention: Bill Wenger

For: Wichita Mid-Continent  
Airport Apron Phase 2

DATE	WORKSHEET #	TOTAL
08/05/09	T&M-001	\$1,073.75
08/07/09	T&M-002	\$2,217.30
08/10/09	T&M-003	\$2,927.16
08/11/09	T&M-004	\$299.15
08/12/09	T&M-005	\$366.46
		<b>\$6,883.82</b>

**\$6,883.82**

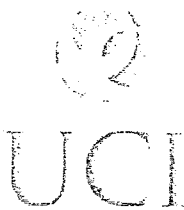
All material claimed was actually used for this work. The price claimed was the actual cost incurred.

Signed:  
UCI

A handwritten signature in black ink, appearing to read 'J. B. Oell'.







## DAILY COST REIMBURSABLE TIMESHEET

Work Authorization #	Project #	Date Performed	Owner / Contractor		
	108107	8-5-09	Mid-Continent Airport		

UCI LABOR				UCI OWNED EQUIPMENT		
Employee	Class	ST	OT	Equipment	Duration	Equip. ID#
Francisco Solorzano	pipe layer	2		330 B CAT	2 hr	21300040
Servando Martinez	loader Oper.	2		John Deere 624J	1 hr	22300077
Lucio Rojas	Skilled Labor	2		GMC 2500 pick up	5 1/2	10353447?G
Jorge Mancillas	Skilled Labor	2		GMC 2500 pick up	5 1/2	10353439?G
David Swaney	Excavator Op.	2		GMC 2500 pick up	2 1/2	10353446?G
Randy Rohrbach	Foreman	2 1/2	?G			
Ryan Wiksten	Field Eng	5 1/2	?G			
Clay Dillon	Foreman	5 1/2	?G			
Subsistence		YES / NO				

### OTHER - MATERIAL / SUBCONTRACTOR / 3rd PARTY EQUIPMENT RENTAL

Item Description	Date	Duration	Supplier / Invoice No.

Work Performed: - Rounded up supplies for by pass pumping

- Exposed 8" clay pipe
- Figured up % fall for the new sewer line
- Planned how we would install the temp. sewer line.
- Cleaned brick out of MH.

UCI Representative	Date	Authorized Representative	Date
	8-5-09		

UCI MUST BE NOTIFIED WITHIN 10 WORKING DAYS OF ANY DISPUTED ITEMS LISTED ABOVE OR THOSE ITEMS SHALL BE CONSIDERED APPROVED

WHITE COPY - UCI  
CARBON COPY - CLIENT



659 N. Market Street - Wichita, Kansas 67201 - P.O. Box 2079 - (316) 265-9506  
An Equal Opportunity Employer

### Cost Reimbursable Timesheet 108107-002

Work Authorization Number:		Date Work Performed: Friday, August 07, 2009				Owner/Contractor: City of Wichita/Cornejo & Sons					
Project: Mid-Continent Airport Apron Phase 2						Owner's/Contractor Representative:					
LABOR	CL	ST	OT	Billing Rate	Amount	UCI Owned EQUIPMENT	Equip ID	Day	Rate	Amount	
Ryan Wiksten	eng	7.5		\$37.00	\$277.50	3/4 Ton Pick Up		0.938	\$55.00	\$51.56	
David Swaney	oper	7.5		\$26.27	\$197.03	JD 624 Wheel Load		0.680	\$255.00	\$173.40	
Jorge Mancillas	lab	7.5		\$19.88	\$149.10	CAT 330 Excavator		0.938	\$273.00	\$256.07	
Francisco Solorzano	pipe	7.5		\$22.72	\$170.40					\$0.00	
Lucio Rojas	lab	7.5		\$21.30	\$159.75					\$0.00	
					\$0.00					\$0.00	
					\$0.00					\$0.00	
					\$0.00					\$0.00	
					\$0.00					\$0.00	
					\$0.00					\$0.00	
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					\$0.00					\$0.00	
					\$0.00					\$0.00	
					\$0.00					\$0.00	
					\$0.00					\$0.00	
					\$0.00					\$0.00	
Subsistence					\$0.00					\$0.00	
<b>Total</b>		<b>37.5</b>	<b>0</b>		<b>\$953.78</b>					<b>Total</b>	<b>\$481.04</b>

OTHER - MATL./SUBCONTRACT/3rd PARTY RENTALS					Unit		
Item	Date	Quantity	UN	Price	Amount	Supplier / Invoice No.	
Core 1 12" hole x24" thick in MH	8/7/09	1	EA	\$288.00	\$288.00	Kansas Concrete Cutting	
1 joint SDR-35 8" pipe	8/7/09	1	EA	\$29.96	\$29.96	Wichita Winwater Works	
8" Water Stop Gasket	8/7/09	1	EA	\$6.95	\$6.95	Wichita Winwater Works	
35% FOG					\$168.36		
Sub-sub-total					\$1,928.08		
Applicable Sales Tax					\$0.00		
UCI markup 15%					\$289.21		
<b>Total</b>					<b>\$2,217.30</b>		

<b>Work Performed:</b> Located fiber near manhole, set trench box, exposed existing manhole, core drilled manhole, grouted pipe into manhole, chipped out existing invert, laid 1 joint of 8" SDR 35			
Submitted by: <i>David B. Odell</i>	Date 9/14/09	Approved by:	Date



## DAILY COST REIMBURSABLE TIMESHEET

Work Authorization #	Project # <b>108107</b>	Date Performed <b>8-7-09</b>	Owner / Contractor <b>Mid - Continental Airport</b>			
<b>UCI LABOR</b>			<b>UCI OWNED EQUIPMENT</b>			
Employee	Class	ST	OT	Equipment	Duration	Equip. ID#
Ryan Wiksten	Field Eng.	7 1/2		330 B CAT	7 1/2	21300040
Dave Swaney	Excavator op.	7 1/2		John Deere 624 J	5 1/2	22300077
Francisco Solorzano	Pipe layer	7 1/2		GMC 2500 pick up	7 1/2	10353447GE
Lucio Rojas	Skilled labor	7 1/2				
Jorge Mancillas	Skilled labor	7 1/2				
Servando Martinez	loader op.	7 1/2				
Subsistence		YES / NO				

### OTHER - MATERIAL / SUBCONTRACTOR / 3rd PARTY EQUIPMENT RENTAL

Item Description	Date	Duration	Supplier / Invoice No.
Kansas Concrete Cutting - Corred one 12" hole 24" thick on existing Manhole.	8-7-09	1 1/2 hr.	27438-1
1 joint of <del>SD</del> SDR-35 8" pipe	8-7-09		165228-00
1 8" water stop Gasket	8-7-09		165228-00

Work Performed: - located Fiber near Manhole - Set trench Box

- Exposed Existing Manhole - Grouted pipe into Manhole.

- Core drilled Manhole - Removed Ring and lid on

- Chipped out existing ~~Manhole~~ Invert Manhole that Cornejo ~~Box~~

- laved 1 joint of 8" SDR 35 Broken

UCI Representative 	Date	Authorized Representative 	Date
------------------------	------	-------------------------------	------

**UCI MUST BE NOTIFIED WITHIN 10 WORKING DAYS OF ANY DISPUTED ITEMS LISTED ABOVE OR THOSE ITEMS SHALL BE CONSIDERED APPROVED**

WHITE COPY - UCI  
CARBON COPY - CLIENT

505  
**Kansas Concrete Cutting, Inc.**

P.O. Box 87-4800  
Kansas City, MO 64187-4800

Telephone: 316/832-1580

**Invoice**

Invoice Date

301130  
**W63643**

08/18/09

Customer Info:

**Bill To:**

UTILITY CONTRACTORS, INC.  
P.O. BOX 2079  
WICHITA, KS 67201-2079

**Job Site:**

MID CONT. AIRPORT  
SEE DIRECTIONS  
WICHITA, KS

Customer	Our Ticket #	Purchase Order Number	Your Job Number	Terms / Due Date	
WUTI01	27438	108107		Net 30 Days	Due By 09/17/09
Work Date	Qty and Description			Unit Price	Ext Price
08/07/2009	1	1--12" hole x 24" wall		@ 288.00	288.00
				<div>RECEIVED</div> <div>AUG 24 2009</div> <div>Utility Contractors</div>	
FOR LABOR SERVICES ONLY: PLEASE NOTE, IF YOU ARE DEDUCTING KS SALES TAX FROM THIS INVOICE, A SALES TAX EXEMPTION CERTIFICATE MUST BE RECEIVED BEFORE TAX CAN BE CREDITED FROM YOUR ACCOUNT. IF WE ALREADY HAVE A COPY ON FILE, TAX WILL BE CREDITED AT TIME OF PAYMENT. THANK YOU. YOUR BUSINESS IS APPRECIATED. ***OUR WEB SITE ADDRESS IS <a href="http://www.sawconcrete.com">www.sawconcrete.com</a> ***				Nontaxable Subtotal	0.00
				Taxable Subtotal	288.00
				Tax (6.300%)	18.14
				Total Invoice	306.14

Check No. \_\_\_\_\_ Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_

Please detach and return with payment

UTILITY CONTRACTORS, INC.  
P.O. BOX 2079  
WICHITA, KS 67201-2079

Account No.	Invoice Date	Invoice No.	Balance Due
WUTI01	08/18/09	W63643	\$ 306.14
Due Date			09/17/09
Amount Enclosed			

Remit To:

Kansas Concrete Cutting, Inc.  
P.O. Box 87-4800  
Kansas City, MO 64187-4800



# KANSAS CONCRETE CUTTING INC.

3410 N. OHIO • WICHITA, KS. 67219 • 316-832-1580 • FAX 316-838-5483

JOB LOCATION: SEDGWICK County

CUSTOMER ID: WUT101  
INVOICE NO.:  
JOB TIC #: 27438-1

UTILITY CONTRACTORS, INC.  
P.O. BOX 2079  
WICHITA, KS 67201-2079

MID CONT. AIRPORT  
SEE DIRECTIONS  
WICHITA, KS

OFFICE CONTACT:		OFFICE PHONE: (316) 265-8508	DATE: Thu, 08/06/2009 Day 1
JOB CONTACT: RYAN		JOB PHONE #:	PGR/CELL: (316) 213-2211
GC/OWNER:		P.O.#: 108107	JOB #:
OPERATOR:	WATER <del>take</del> ft.	POWER <del>take</del> ft.	DIRECTIONS: dir cargo rd to airport rd. call ryan
ARRIVAL: 01:00p	TRUCK TO WORK 25	ft.	
FINISH TIME:	HEIGHT OF WORK	ft.	
TIME ON JOB:	OUR SCAFFOLD	Height	
TRAVEL TIME:	INSIDE WORK NoY	N	

QUANTITY	WORK PROPOSED	Tot
	<del>Date:</del> Day 1 COREDRILL 1--12" hole x 8" brick manhole	
QUANTITY	ACTUAL WORK PERFORMED	
1	12" hole 2 1/2" wall	
	RECEIVED AUG 26 2009 Utility Contractors 92000020 RWM 108107	

**TERMS AND CONDITIONS:** All account balances are due in full, and shall be in default if not paid, within thirty (30) days from the date of the invoice. If an account is in default, a default or late payment charge may be imposed computed, at the highest rate legally permissible, based upon the unpaid balance of the account. If not prohibited by law, reasonable attorney's fee, if placed with an attorney for collection, expenses of collection will be added to accounts in default.

This Company absolutely is not responsible for layout or guidelines. This Company is not responsible for damage to buried structures or utilities, within or below the slab, or the resulting damage thereof. This Company is not responsible for the protecting or barricading of openings after cutting or drilling. **NOTICE OF PHYSICAL HAZARD STATEMENT CFR 1926.500:** This is to inform you, upon the direction and lay out by your company, Kansas Concrete Cutting Inc., 3410 N. Ohio, Wichita, KS, 67219 has, under your approval, created opening(s), in either floor(s), wall(s), roof(s) and/or platform(s).

By signing this notice you are agreeing that you have been notified of such opening(s), and will act according to the rules set by a OSHA STANDARD 1926.500; Subpart M. FLOOR and WALL OPENINGS.

ACKNOWLEDGED TERMS AND CONDITIONS X \_\_\_\_\_

659 N. Market Street - Wichita, Kansas 67201 - P.O. Box 2079 - (316) 265-9506  
An Equal Opportunity Employer

### Cost Reimbursable Timesheet 108107-003

Work Authorization Number:		Date Work Performed: Monday, August 10, 2009				Owner/Contractor: City of Wichita/Cornejo & Sons				
Project: Mid-Continent Airport Apron Phase 2						Owner's/Contractor Representative:				
LABOR	CL	ST	OT	Billing Rate	Amount	UCI Owned EQUIPMENT	Equip ID	Day	Rate	Amount
Ryan Wiksten	eng	8	0.5	\$37.00	\$323.75	3/4 Ton Pick Up		1.000	\$55.00	\$55.00
David Swaney	oper	8	0.5	\$26.27	\$229.86	JD 624 Wheel Load		1.000	\$225.00	\$225.00
Jorge Mancillas	lab	8	0.5	\$19.88	\$173.95	CAT 330 Excavator		1.000	\$273.00	\$273.00
Francisco Solorzano	pipe	7.5		\$22.72	\$170.40	3/4 Ton Pick Up		1.000	\$55.00	\$55.00
Lucio Rojas	lab	8	0.5	\$21.30	\$186.38					\$0.00
Servando Martinez	oper	8	0.5	\$21.66	\$189.53					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
					\$0.00					\$0.00
Substance					\$0.00					\$0.00
Total		47.5	2.5		\$1,273.86	Total				\$608.00

OTHER - MATL./SUBCONTRACT/3rd PARTY RENTALS				Unit			
Item	Date	Quantity	UN	Price	Amount	Supplier / Invoice No.	
8" 45 degree bend SDR35	8/10/09	1	EA	\$29.96	\$29.96	Wichita Winwater Works	
8"x6" WYE	8/10/09	1	EA	\$32.81	\$32.81	Wichita Winwater Works	
8" 22.5 degree bend SDR35	8/10/09	1	EA	\$29.96	\$29.96	Wichita Winwater Works	
6" SCH 40 45 degree bends	8/10/09	2	EA	\$21.63	\$43.26	Wichita Winwater Works	
8" PVC to 8" Clay Nonshear No Hub	8/10/09	1	EA	\$183.12	\$183.12	Wichita Winwater Works	
8" SDR 35	8/10/09	7	LF	\$2.40	\$16.80	Wichita Winwater Works	
6" SCH 40	8/10/09	3	LF	\$3.71	\$11.13	Wichita Winwater Works	
BD2/UD-1	8/10/09	46.07	TN	\$2.25	\$103.66	Fremar Corp LLC	
35% FOG					\$212.80		
Sub-sub-total					\$2,545.36		
Applicable Sales Tax					\$0.00		
UCI markup 15%					\$381.80		
Total					\$2,927.16		

**Work Performed:** Laid remainder of 8" temporary sewer, chipped out existing invert for sewer to flow into new temporary sewer, installed 8"x6" WYE, tied into existing 8" clay sewer, placed fill sand in trench to flush, installed 45 degree bend and pipe for 6" clean cut

Submitted by: <i>David B. Odell</i>	Date 9/14/09	Approved by:	Date
--	-----------------	--------------	------



UCI

## DAILY COST REIMBURSABLE TIMESHEET

Work Authorization #	Project #	Date Performed	Owner / Contractor			
	108107	8-10-09	Mid-Continent Airport			
UCI LABOR			UCI OWNED EQUIPMENT			
Employee	Class	ST	OT	Equipment	Duration	Equip. ID#
Clay Dillon	Foreman	8 1/2		330 B CAT	8 1/2	21300040
Dave Swaney	Excavator op.	8 1/2		John Deere 624 J	8 1/2	22300077
Francisco Solorzano	pipe layer	8 1/2		GMC 2500 pick up	8 1/2	10353447 ? 64
Lucio Rojas	skilled labor	8 1/2		GMC 2500 pick up	8 1/2	10353439 34
Jorge Mancillas	skilled labor	8 1/2				
Servando Martinez	loader op.	8 1/2				
Ryan Whitten	Field Eng.	8 1/2				
Subsistence		YES / NO				

## OTHER - MATERIAL / SUBCONTRACTOR / 3rd PARTY EQUIPMENT RENTAL

Item Description	Date	Duration	Supplier / Invoice No.
8" 45° Bend SDR 35	8-10-09		
8" 22.5° Bend SDR 35	8-10-09		
8" x 6" WYE	8-10-09		
1 GK 2- 6" SCH 40 45° Bends	8-10-09		
8" PVC to 8" Clay & Nonshar No Hub	8-10-09		
7 joints of 8" SDR 35	8-10-09		
3' of 6" SCH 40	8-10-09		
8 1/2 46.07 tons of BD2/UD1	8-10-09		

Work Performed:

- laid the rest of the 8" temp. sewer - Chipped out existing
- installed 8" x 6" WYE ~~and~~ invert for sewer
- tied into existing 8" Clay sewer to flow into new
- Placed fill sand in trench to flush temp. sewer
- Installed 45° bend and pipe for 6" clean out

UCI Representative	Date	Authorized Representative	Date
	8-10-09	Gary Eising GK	8/20/09

UCI MUST BE NOTIFIED WITHIN 10 WORKING DAYS OF ANY DISPUTED ITEMS LISTED ABOVE OR THOSE ITEMS SHALL BE CONSIDERED APPROVED

WHITE COPY - UCI  
CARBON COPY - CLIENT

WICHITA WINWATER WORKS  
3612 S WEST STREET  
WICHITA, KS 67217

# Original Invoice

Page	Date Printed	Invoice No.
1	8/10/09	165226 00

To Reorder Contact Us At  
Phone No. : (316) 522-8900  
Fax No. : (316) 522-1472 DB# 06

UCI  
PO BOX 2079  
WICHITA, KS 67201

AIRPORT

108107

Customer Number	Customer Purchase Order	Salesman	Type Shipwant	Ship Via	Date Shipped
248-000304	CLAY	040-TIM KENNEDY	Stock	OUR TRUCK	8/10/09

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
112	FT	8X14 PVC SDR35 GASKET PIPE	112		2.4000		.00	268.80	N
1	EA	6 SLIP PVC40 CAP	1		13.5900		.00	13.59	N
1	EA	10X30 PVC METER PIT	1		37.0000		.00	37.00	N
1	EA	1977 DEETER C.O. RING & COVER	1		259.1800		.00	259.18	N
20	FT	6X20 PVC40 DE PIPE	20		3.7100		.00	74.20	N
1	EA	6 PVC DWV HXH 45 ELL	1		21.6300		.00	21.63	N
1	EA	8X6 SDR35 GJ WYE	1		32.8100		.00	32.81	N
2	EA	6X6 D3034 SWXDWV BUSHING	2		16.3800		.00	32.76	N
1	EA	SEWER SPIGOT X DWV HUB ADAPTER	1		183.1200		.00	183.12	N
1	EA	CSST-9 75X8 40 8" NONSHEAR	1						
1	EA	CTS01-975X840	1						
1	EA	CMA8 8" CONCRET MANHOLE ADAPT	1		6.9500		.00	6.95	N
1	EA	1002-66 6"CLAY X 6"CI-PL CPLG	1		11.0500		.00	11.05	N
14	FT	6X14 PVC SDR35 GASKET PIPE	14		1.5100		.00	21.14	N
2	EA	6" D3034 SW 1/8 BEND PVC	2		11.4100		.00	22.82	N
1	EA	6X4 PVC DWV FLUSH BUSHING	1		13.9000		.00	13.90	N
1	EA	4X3 PVC DWV FLUSH BUSHING	1		2.5100		.00	2.51	N
1	EA	3" SXM PVC40 ADPT	1		3.8600		.00	3.86	N
2	EA	0 DI MJ TEE	2		156.7700		.00	313.54	N
9	EA	8 MJ SSB DI ACCESSORY SET	9		.0000		.00	.00	N
1	EA	GLAND PAK FOR FITTING	1						
1	EA	0 DI MJ TAPT PLUG	1		56.4300		.00	56.43	N
3	EA	2" BLOWOFF ASSEMBLY	3		249.9500		.00	749.85	N
***** BEGIN COMPONENTS *****									
3	EA	2" THRD GATE VALVE OL	3						
3	EA	2X6 RED BRASS NIPPLE	3						
3	EA	143R ROADWAY BOX	3						
3	EA	2" GALV MI 90 ST ELL	3						
3	EA	2X48 GALV STL TBE CUT PIPE	3						
3	EA	2 GALV STL S/T COUPLING	3						
3	EA	2 GALV CI SORED SQ HD PLUG	3						
***** END COMPONENTS *****									
260	FT	8X20 C900 DB18 CL150 CJ	260		4.5700		.00	1,188.20	N
1	EA	8" MJ RS VALVE OL	1		648.9000		.00	648.90	N

RECEIVED  
AUG 11 2009  
Utility Contractors

Terms: Monthly Service Charge May Be Applied To Past Due accounts.

GeoCode:	Net Sales
-----	-----
State Tax %	Freight
-----	-----
Local Tax %	State Tax
-----	-----
-----	Local Tax
-----	-----
-----	Invoice Amount
-----	-----

CONTINUED ON NEXT PAGE.....

WICHITA WINWATER WORKS  
3612 S WEST STREET  
WICHITA, KS 67217

Original Invoice

Page	Date Printed	Invoice No.
2	8/10/09	165228 00

To Reorder Contact Us At  
Phone No. : (316) 522-8900  
Fax No. : (316) 522-1472 DB# 06

235

300642

UCI  
PO BOX 2079  
WICHITA, KS 67201

AIRPORT

108107

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
248-000304	CLAY	040-TIM KENNEDY	Stock	OUR TRUCK	8/10/09

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	2		.0000		.00	.00	N
1	EA	562 S SCREW TYPE VALVE BOX 27"-37" SIGMA VB262 16T-24B	1		44.0000		.00	44.00	N
2	EA	8 DI MJ 1 1/4	2		83.0000		.00	167.76	N
4	EA	8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	4		.0000		.00	.00	N
1	EA	8 DI MJ TAPT CAP	1		59.1700		.00	59.17	N
1	EA	8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	1		.0000		.00	.00	N
1	EA	8X6 DI MJ TEE	1		136.6400		.00	136.64	N
2	EA	8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	2		.0000		.00	.00	N
1	EA	6 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	1		.0000		.00	.00	N
1	EA	6 DI MJ TAPT PLUG	1		43.3100		.00	43.31	N
20	FT	3X20 PVC10 DE PIPE	20		1.4600		.00	29.20	N
1	EA	8" SDR35 GJ 1/8 BEND	1		29.9600		.00	29.96	N

RECEIVED  
AUG 11 2009  
Utility Contractors

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.

1% 10TH PROX NET 25T

If Paid By 9/10/09 You May Deduct 46.29

GeoCode:	Net Sales	
- 171730860	Freight	4,629.05
State Tax % 5.300	State Tax	.00
Local Tax % 1.000	Local Tax	.00
	Invoice Amount	4,629.05

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (316) 522-8900.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: [www.winwholesale.com/tcsale](http://www.winwholesale.com/tcsale).

From : WICHITA WINWATER WORKS  
1622 S WEST STREET  
WICHITA, KS 67217

To Reorder Dial: 316-522-8900  
Fax: 316-522-1472

REPRINT

Sold To - UCI  
PO BOX 2079  
WICHITA, KS 67201  
316-265-9506

Ship To -  
AIRPORT

\*\*\*\*\*  
PACKING LIST  
\*\*\*\*\*  
TEKENN

Date - 8/06/09  
Page - 2  
Time - 11.03.52  
Customer No. - 304

Order No. - 165228-00

WE APPRECIATE YOUR BUSINESS LET US KNOW HOW ELSE WE MAY HELP

Date Shipped - 8/06/09 Date Ordered - 8/06/09 Date Requested - 8/06/09 Date Printed - 8/06/09  
Called By - Ordered By - CLAY Cust. Order # - CLAY  
Ship via - OUR TRUCK Salesman # - 040 Job Name - 108107  
Freight - .00 Taken By - TJM

Original Order	Shipped	In On B/O	Hold UM	Description/Stock Number	Line No.	Bin Location	Extended Freight Weight	No. of Class Packages
9	9 ✓			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	18.0	WF	135.000	
1	1 ✓			EA 8 DI MJ TAPT PLUG 4620083375	19.0	YG1	26.000	
3	3 ✓			EA 2" BLOWOFF ASSEMBLY *248026498	20.0			
				***** BEGIN COMPONENTS *****				
3	3 ✓			EA 2" THRD GATE VALVE OL 470000182		YE1		
				WITH 2" OP NUT				
3	3 ✓			EA 2X6 RED BRASS NIPPLE 040214220		OD3A		
				40-168	2200			
3	3 ✓			EA 143R ROADWAY BOX 4693146353		YF1		
3	3 ✓			EA 2" GALV MI 90 ST ELL 031101720		OC4F		
				64-168				
3	3 ✓			EA 2X48 GALV STL TBE CUT PIPE 033561720		YE1		
3	3 ✓			EA 2 GALV STL S/T COUPLING 032101320		OC4D		
				64-418				
3	3 ✓			EA 2 GALV CI CORED SQ HD PLUG 031990228		OC4E		
				64-658				
				***** END COMPONENTS *****				
260	260 ✓			FT 8X20 C900 DR18 CL150 GJ 060302928	21.0	YH2		
1	1 ✓			EA 8" MJ RS VALVE OL 470000090	22.0	YF1		
2	2 ✓			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	23.0	WF	30.000	

RECEIVED  
AUG 26 2009  
Utility Contractors

Customer Signature: \_\_\_\_\_

\*\* MATERIAL RECEIVED IN GOOD CONDITION \*\*

WICHITA WINWATER WORKS  
3612 S WEST STREET  
WICHITA, KS 67201

To Reorder Dial: 316-522-8900  
Fax: 316-522-1472

REPRINT

Sold To - UCI  
PO BOX 2079  
WICHITA, KS 67201  
316-265-9506

Ship To -  
AIRPORT

\*\*\*\*\*  
PACKING LIST  
\*\*\*\*\*  
TEKENV

Date - 8/06/09  
Page - 3  
Time - 11 03.52  
Customer No. - 304

Order No. - 165228-00

WE APPRECIATE YOUR BUSINESS LET US KNOW HOW ELSE WE MAY HELP

Date Shipped - 8/06/09  
Filled By  
Ship Via - OUR TRUCK  
Freight - .00

Date Ordered - 8/06/09  
Ordered By - CLAY  
Salesman # - 040  
Taken By - TIM

Date Requested - 8/06/09 Date Printed - 8/06/09  
Cust. Order # - CLAY  
Job Name - 108107

Original Order	Shipped	In On B/O	Hold UM	Description/Stock Number	Line No.	Bin Location	Extended Weight	Freight Class	No. of Packages
1	1/			EA 562-S SCREW TYPE VALVE BOX 24.0 YF1 27"-37" SIGMA VB262 16T-24B 469300010					
2	2/			EA 8 DI MJ 11-1/4 4620073765	25.0	YG1	84.000		
4	4/			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	26.0	WF	60.000		
1	1/			EA 8 DI MJ TAPT CAP 4620082538	27.0	YG1	22.000		
1	1/			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	28.0	WF	15.000		
1	1/			EA 8X6 DI MJ TEE 4620074304	29.0	YG1	72.000		
2	2/			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	30.0	WF	30.000		
1	1/			EA 6 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085171	31.0	WF	12.000		
1	1/			EA 6 DI MJ TAPT PLUG 4620083283	32.0	YG1	16.000		
20	20/			FT 3X20 PVC40 BE PIPE 060300590	33.0	YB1			

END OF PACKING LIST

12.000  
**RECEIVED**  
16.000  
AUG 26 2009  
Utility Contractors

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: [www.winwholesale.com/tcsale](http://www.winwholesale.com/tcsale)

Customer Signature: \_\_\_\_\_

\*\* MATERIAL RECEIVED IN GOOD CONDITION \*\*

1 1- 8" SDR-35 GJ 45

WICHITA WINNATER WORKS  
3612 S WEST STREET  
WICHITA KS 67217

To Reorder Dial 316-522-8900  
Fax 316-522-1472

REPRINT

Sold To - UCI  
PO BOX 2079  
WICHITA, KS 67201

Ship To -  
AIRPORT

\*\*\*\*\*  
PACKING LIST  
\*\*\*\*\*  
TEKENN

Date - 8/06/09  
Page - 1  
Time - 11:03:52  
Customer No. - 304

316-265-9506

Order No. - 165228-00

WE APPRECIATE YOUR BUSINESS LET US KNOW HOW ELSE WE MAY HELP

Date Shipped - 8/06/09  
Filled By -  
Ship Via - OUR TRUCK  
Freight - .00

Date Ordered - 8/06/09  
Ordered By - CLAY  
Salesman # - 040  
Taken By - TIM

Date Requested - 8/06/09 Date Printed - 8/06/09  
Cust. Order # - CLAY  
Job Name - 108107

Original Order	In Shipped	On B/O	Hold	UM	Description/Stock Number	Line	Bin No. Location	Extended Freight Weight Class Packages	No. of Packages
112	112	✓			FT 8X14 PVC SDR35 GASKET PIPE 060311091	1.0	YA2		
1	1	✓			EA 6 SLIP PVC40 CAP 0669447060	2.0	1H2B		
1	1	✓			EA 18X30 PVC METER PIT 480301830	3.0	YH1		
1	1	✓			EA 1977 DEETER C.O. RING & COVER 469314813	4.0	YH1		
20	20	✓			FT 6X20 PVC40 BE PIPE 060300610	5.0	YD1		
1	1	✓			EA 6 PVC DWV HXH 45 ELL 060401860	6.0	CC1B		
1	1	✓			EA 8X6 SDR35 GJ WYE 063801325	7.0	DC4C		
2	2	✓			EA 6X6 D3034 SWXDWVH BUSHING SEWER SPIGOT X DWV HUB ADAPTER 063813260	8.0	EB4B		
1	1	✓			EA CSST-9 75X8 40 8" NONSHEAR CTS01-975X840	9.0	WF		
1	1	✓			46028013030 EA CMA8 8" CONCRET MANHOLE ADAPT	10.0	GD1C	1.780	
1	1	✓			0171CMA08 EA 1002-66 6"CLAY X 6"CI-PL CPLG	11.0	GB1A	2.790	
14	14	✓			0171100266 FT 6X14 PVC SDR35 GASKET PIPE	12.0	YA2		
2	2	✓			060311071 EA 6" D3034 SW 1/8 BEND PVC	13.0	EB1B		
1	1	✓			063812055 EA 6X4 PVC DWV FLUSH BUSHING	14.0	CA3C		
1	1	✓			060400540 EA 4X3 PVC DWV FLUSH BUSHING	15.0	CA3B		
1	1	✓			060400530 EA 3" SXM PVC40 ADPT	16.0	IE2C		
3	3	✓			0669436030 EA 8 DI MJ TEE	17.0	YG1	258.000	
					4620074328				

RECEIVED  
AUG 26 2009  
Utility Contractors

Customer Signature: \_\_\_\_\_

\*\* MATERIAL RECEIVED IN GOOD CONDITION \*\*

From : WICHITA WINWATER WORKS  
3612 S WEST STREET  
WICHITA, KS 67217

To Reorder Dial: 316-522-8900  
Fax: 316-522-1472

REPRINT

Sold To - UCI  
PO BOX 2079  
WICHITA, KS 67201  
  
316-265-9506

Ship To -  
AIRPORT

\*\*\*\*\*  
PACKING LIST  
\*\*\*\*\*  
TEKENN

Date - 8/06/09  
Page - 2  
Time - 11.03.52  
Customer No. - 304

Order No. - 165228-00

WE APPRECIATE YOUR BUSINESS LET US KNOW HOW ELSE WE MAY HELP

Date Shipped - 8/06/09 Date Ordered - 8/06/09 Date Requested - 8/06/09 Date Printed - 8/06/09  
Filled By - Ordered By - CLAY Cust. Order # - CLAY  
Ship Via - OUR TRUCK Salesman # - 040 Job Name - 108107  
Freight - .00 Taken By - TIM

Original Order	Shipped	In On B/O	Hold UM	Description/Stock Number	Line No.	Bin Location	Extended Freight Weight	No. of Class Packages
9	9 ✓			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	18.0	WF	135.000	
1	1 ✓			EA 8 DI MJ TAPT PLUG 4620083375	19.0	YG1	26.000	
3	3 ✓			EA 2" BLOWOFF ASSEMBLY *248026498	20.0			
				***** BEGIN COMPONENTS *****				
3	3 ✓			EA 2" THRD GATE VALVE OL 470000182		YE1		
				WITH 2" OP NUT				
3	3 ✓			EA 2X6 RED BRASS NIPPLE 040214220		OD3A		
				40-168	2200			
3	3 ✓			EA 143R ROADWAY BOX 4693146353		YF1		
3	3 ✓			EA 2" GALV MI 90 ST ELL 031101720		OC4F		
				64-168				
3	3 ✓			EA 2X48 GALV STL TBE CUT PIPE 033561720		YE1		
3	3 ✓			EA 2 GALV STL S/T COUPLING 032101320		OC4D		
				64-418				
3	3 ✓			EA 2 GALV CI CORED SQ HD PLUG 031990228		OC4E		
				64-658				
				***** END COMPONENTS *****				
260	260 ✓			FT 8X20 C900 DR18 CL150 GJ 060302928	21.0	YH2		
1	1 ✓			EA 8" MJ RS VALVE OL 470000090	22.0	YF1		
2	2 ✓			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	23.0	WF	30.000	

**RECEIVED**  
AUG 26 2009  
Utility Contractors

Customer Signature: \_\_\_\_\_

\*\* MATERIAL RECEIVED IN GOOD CONDITION \*\*



5720 N. Broadway  
Wichita, KS 67219

433

Bill To

Utility Contractors  
Box 2079  
659 N Market  
Wichita, KS 67201

300085

# Invoice

Date	Invoice #
8/11/2009	21808

Ship To
#108107 Airport Apron Phase 2 Tax Ex 038-000640

P.O. No.	Terms	Due Date	Ship Date	Project
	Net 30 Days	9/10/2009	8/10/2009	#108107 Airport A...

Qty	Item	Description	Rate	Class	Amount
27.1	Fill Sand	241623✓	2.25	100- Tracto...	60.98
27.15	Fill Sand	241633✓	2.25	100- Tracto...	61.09
26.45	Fill Sand	241646✓	2.25	100- Tracto...	59.51
26.75	Fill Sand	241661✓	2.25	100- Tracto...	60.19
25.75	Fill Sand	241674✓	2.25	100- Tracto...	57.94
133.2	Tons Hauled	Contract Haul	4.05	124-94 PB	539.46
27.05	Fill Sand	241622✓	2.25	100- Tracto...	60.86
27.3	Fill Sand	241631	2.25	100- Tracto...	61.43
26.2	Fill Sand	241645	2.25	100- Tracto...	58.95
26.55	Fill Sand	241660✓	2.25	100- Tracto...	59.74
26.85	Fill Sand	241672✓	2.25	100- Tracto...	60.41
133.95	Tons Hauled	Contract Haul	4.05	140- 98 Pet...	542.50

			<b>RECEIVED</b> AUG 17 2009 Utility Contractors		
			<b>Total</b> <b>\$1,683.06</b>		

Phone #
316-832-9227

REMIT TO:  
Fremar Corporation  
5720 N. Broadway  
Wichita, KS 67219

Web Site
www.fremarcorp.com

ASSOCIATED MATERIAL AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848

PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION L

Project: JOB #108107

MID CONTINENT AIRPORT

4/1/07

8/10/2009 7:32:22 AM  
Ticket: 241623  
Plant: II

Gross: 82800  
Tare: 28600

PO #: Chg/Cash: Credit

Net...: 54200

Material: FILL SAND  
Tons...: 27.10

Price...:  
Haul...:  
Taxable:  
Tax.....

Hauler.: FREMAR CORP. LLC

Truck #: 124

Total...:

Delivery:

11021410 6/10/09

108107

RECEIVED  
AUG 11 2009  
Utility Contractors

Driver

Rec'd By

ASSOCIATED MATERIAL AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848

PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION L

8/10/2009 8:52:58 AM  
Ticket: 241633  
Plant: II

Project: JOB #108107

MID CONTINENT AIRPORT

.. 4/11/14

PO #:

Chg/Cash: Credit

Material: FILL SAND  
Tons...: 27.15

Hauler.: FREMAR CORP. LLC  
Truck #: 124

Delivery:

RECEIVED

Total..:

AUG 11 2009

Utility Contractors

11021410 62000

108107

Driver

Rec'd By

ASSOCIATED MATERIAL AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848  
PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION L  
Project: JOB #108107  
MID CONTINENT AIRPORT  
8/10/2009 10:04:36 AM  
Ticket: 241646  
Plant: II

PO #: .. 4th City  
Chg/Cash: Credit  
Gross: 81500  
Tare.: 28600  
Net...: 52900

Material: FILL SAND  
Tons...: 26.45  
Hauler.: FREMAR CORP. LLC  
Truck #: 124  
Price...:  
Haul...:  
Taxable:  
Tax.....  
Total...:

Delivery:

110241100 RUM

108107

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AUG 11 2009  
Utility Contractors

Driver:   
Rec'd By: 

ASSOCIATED MATERIAL AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848  
PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION L  
Project: JOB #108107  
MID CONTINENT AIRPORT  
8/10/2009 11:20:32 AM  
Ticket: 241661  
Plant: II

PO #: 4476/144  
Chg/Cash: Credit

Material: FILL SAND  
Tons...: 26.75

Hauler.: FREMAR CORP. LLC  
Truck #: 124

Delivery:

Gross: 82100  
Tare.: 23980  
Net...: 53500  
Price...: 45 11 2009  
Haul...: Utility Contractors  
Taxable: 45 11 2009  
Tax....: 45 11 2009  
Total...: 45 11 2009

108107

Driver: [Signature]  
Rec'd By: [Signature]

ASSOCIATED MATERIAL AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848

PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION L

8/10/2009 1:02:06 PM  
Ticket: 241674  
Plant: II

Project: JOB #108107

MID CONTINENT AIRPORT

Gross: 80100  
Tare.: 28600

PO #:

Chg/Cash: Credit

Net.: 51500

Material: FILL SAND  
Tons...: 25.75

Price...:  
Haul...:  
Taxable:

Tax...:

Hauler.: FREMAR CORP. LLC  
Truck #: 124

Total...:

Delivery:

**RECEIVED**  
AUG 11 2009  
Utility Contractors

Driver

Rec'd By

ASSOCIATED MATERIAL AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848  
PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION L  
Project: JOB #108107  
MID CONTINENT AIRPORT  
8/10/2009 7:28:52 AM  
Ticket: 241622  
Plant: II

PO #: ..  
Chg/Cash: Credit  
Gross: 81800  
Tare.: 27700

Material: FILL SAND  
Tons....: 27.05  
Net...: 54100  
Price...:  
Haul...:  
Taxable:  
Tax.....

Hauler.: FREMAR CORP. LLC  
Truck #: 140  
Total...:

Delivery:

Driver: [Signature]  
Rec'd By: S. Malone

11021410 Rww  
108107  
AUG 11 2009  
Utility Contractors  
RECEIVED

ASSOCIATED MATERIAL AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848  
PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION  
Project: JOB #108107  
MID CONTINENT AIRPORT  
8/10/2009 11:16:41 AM  
Ticket: 241660  
Plant: II

PO #: ..  
Chg/Cash: Credit  
Gross: 80800  
Tare.: 27700  
Net...: 53100

Material: FILL SAND  
Tons...: 26.55  
Hauler.: FREMAR CORP. LLC  
Truck #: 140  
Price...:  
Haul...:  
Taxable:  
Tax.....  
Total...:

Delivery:

Driver: W. S. Hartner  
Rec'd By

RECEIVED  
AUG 11 2009  
Quality Contractors  
11021410  
108107

ASSOCIATED MATERIAL AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848  
PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION L  
Project: JOB #108107  
MID CONTINENT AIRPORT  
8/10/2009 12:57:01 PM  
Ticket: 241672  
Plant: II

PO #: ..  
Chg/Cash: Credit  
Material: FILL SAND  
Tons...: 26.85  
Hauler.: FREMAR CORP. LLC  
Truck #: 140  
Delivery:  
Gross: 81400  
Tare.: 27700  
Net...: 53700  
Price...:  
Haul...:  
Taxable:  
Tax...:  
Total...:

RECEIVED  
AUG 11  
Utility Cont.

Driver                      Rec'd By

ASSOCIATED MATERIAL AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848

PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION L

8/10/2009 8:46:17 AM  
Ticket: 241631  
Plant: II

Project: JOB #108107  
MID CONTINENT AIRPORT

PO #:

Chg/Cash: Credit

Material: FILL SAND  
Tons....: 27.30

Hauler.: FREMAR CORP. LLC  
Truck #: 140

Net...: 54600  
Price...:  
Haul...:  
Taxable:  
Tax.....  
Total...:

RECEIVED  
AUG 26 2009  
Quality Contractors

Delivery: 920000 20 Ruben

Driver: Mike

108107

S. H. H. H. H.  
Rec'd By

ASSOCIATED MATERIALS AND SUPPLY CO., INC.  
PO Box 4476 Wichita, KS 67204

ACCOUNTING OFFICE: 721-3848  
PLANT 1: West of Big River on K-53, Mulvane, KS 777-1421  
PLANT 2: 5600 W. 53rd St. North, Wichita, KS 721-3848

Sold To: FREMAR CORPORATION L  
Project: JOB #108107  
MID CONTINENT AIRPORT  
8/10/2009 10:02:09 AM  
Ticket: 241645  
Plant: II

PO #: \_\_\_\_\_  
Gross: 80100  
Tare.: 27700

Chg/Cash: Credit  
Net.: 52400

Material: FILL SAND  
Tons...: 26.20

Hauler.: FREMAR CORP. LLC  
Truck #: 140

Delivery: 92000020 RULUW

Price...: \_\_\_\_\_  
Haul...: \_\_\_\_\_  
Taxable: \_\_\_\_\_  
Tax....: \_\_\_\_\_  
Total *Utility Contractors* AUG 26 2009

Driver: \_\_\_\_\_ Rec'd By \_\_\_\_\_





# UCI

## DAILY COST REIMBURSABLE TIMESHEET

Work Authorization #	Project #	Date Performed	Owner / Contractor				
	108107	8-11-09	Mid-Continent Airport				
UCI LABOR				UCI OWNED EQUIPMENT			
Employee	Class	ST	OT	Equipment	Duration	Equip. ID#	
Jorge Mancillas	skilled labor	1		330 B CAT	1/2 hr	21300040	
Dave Sweeney	Excavator Op.	1/2		John Deere 624J	1 hr	22300077	
Servando Martinez	loader Op.	1		GMC 2500	1 hr	10353439	
Lucia Rojas	skilled labor	1 1/2					
Clay Dillon	Foreman	1					
Subsistence		YES / NO					

### OTHER - MATERIAL / SUBCONTRACTOR / 3rd PARTY EQUIPMENT RENTAL

Item Description	Date	Duration	Supplier / Invoice No.
17' of 6" SCH 40 pipe	8-11-09		

Work Performed:

- Installed 6" SCHED 40 Riser for clean out.
- Placed More fill sand in trench.
- Plugged old sewer

UCI Representative	Date	Authorized Representative	Date
	8-11-09		8/20/09

UCI MUST BE NOTIFIED WITHIN 10 WORKING DAYS OF ANY DISPUTED ITEMS LISTED ABOVE OR THOSE ITEMS SHALL BE CONSIDERED APPROVED

WHITE COPY - UCI  
CARBON COPY - CLIENT

Remit To:

WICHITA WINWATER WORKS  
3612 S WEST STREET  
WICHITA, KS 67217

# Original Invoice

Page	Date Printed	Invoice No.
1	8/10/09	165228 00

To Reorder Contact Us At  
Phone No. : (316) 522-8900  
Fax No. : (316) 522-1472 DB# 06

Sold To:

Ship To:

UCI  
PO BOX 2079  
WICHITA, KS 67201

AIRPORT

108107

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
248-000304	CLAY	040-TIM KENNEDY	Stock	OUR TRUCK	8/10/09

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
112	FT	8X14 PVC SDR35 GASKET PIPE	112		2.4000		.00	268.80	N
1	EA	6 SLIP PVC40 CAP	1		13.5900		.00	13.59	N
1	EA	10X30 PVC METER PIT	1		37.0000		.00	37.00	N
1	EA	1977 DEETER C.O. RING & COVER	1		259.1800		.00	259.18	N
20	FT	6X20 PVC40 BE PIPE	20		3.7100		.00	74.20	N
1	EA	6 PVC DWV HXH 45 ELL	1		21.6300		.00	21.63	N
1	EA	8X6 SDR35 GJ WYE	1		32.8100		.00	32.81	N
2	EA	6X6 D3034 SWXDWV BUSHING	2		16.3800		.00	32.76	N
1	EA	SEWER SPIGOT X DWV HUB ADAPTER CSST-9 75X8 40 8" NONSHEAR CTS01-975X840	1		183.1200		.00	183.12	N
1	EA	CMA8 8" CONCRET MANHOLE ADAPT	1		6.9500		.00	6.95	N
1	EA	1002-66 6"CLAY X 6"CI-PL CPLG	1		11.0500		.00	11.05	N
14	FT	6X14 PVC SDR35 GASKET PIPE	14		1.5100		.00	21.14	N
2	EA	6" D3034 SW 1/8 BEND PVC	2		11.4100		.00	22.82	N
1	EA	6X4 PVC DWV FLUSH BUSHING	1		13.9000		.00	13.90	N
1	EA	4X3 PVC DWV FLUSH BUSHING	1		2.5100		.00	2.51	N
1	EA	3" SXM PVC40 ADPT	1		3.8600		.00	3.86	N
3	EA	8" DI MJ TEE	3		156.7700		.00	470.31	N
9	EA	8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	9		.0000		.00	.00	N
1	EA	8" DI MJ TAFT PLUG	1		56.4300		.00	56.43	N
3	EA	2" BLOWOFF ASSEMBLY	3		249.9500		.00	749.85	N
3	EA	***** BEGIN COMPONENTS ***** 2" THRD GATE VALVE OL	3						
3	EA	2X6 RED BRASS NIPPLE	3						
3	EA	143R ROADWAY BOX	3						
3	EA	2" GALV MI 90 ST ELL	3						
3	EA	2X48 GALV STL TBE CUT PIPE	3						
3	EA	2 GALV STL S/T COUPLING	3						
3	EA	2 GALV CI BORED SQ HD PLUG	3						
		***** END COMPONENTS *****							
260	FT	8X20 C900 DR18 CL150 GJ	260		4.5700		.00	1,188.20	N
1	EA	8" MJ RS VALVE OL	1		648.9000		.00	648.90	N

RECEIVED  
AUG 11 2009  
Utility Contractors

Fees: Monthly Service Charge May Be Applied To Past Due Accounts.

GeoCode:	Net Sales	-----
-----	Freight	-----
State Tax %	State Tax	-----
Local Tax %	Local Tax	-----
	Invoice Amount	-----

CONTINUED ON NEXT PAGE.....

Mail To:

WICHITA WINWATER WORKS  
3612 S WEST STREET  
WICHITA, KS 67217

235

# Original Invoice

Page	Date Printed	Invoice No.
2	8/10/09	165228 00

To Reorder Contact Us At  
Phone No. : (316) 522-8900  
Fax No .. : (316) 522-1472 DB# 06

300642

Sold To:

UCI  
PO BOX 2079  
WICHITA, KS 67201

Ship To:

AIRPORT

108107

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
248-000304	CLAY	040-TIM KENNEDY	Stock	OUR TRUCK	8/10/09

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	8 MJ SSB DI ACCESSORY SET	2		.0000		.00	.00	N
		GLAND PAK FOR FITTING							
1	EA	562-S SCREW TYPE VALVE BOX	1		44.0000		.00	44.00	N
		27"-37" SIGMA VB262 16T-24B							
2	EA	8 DI MJ 1 1/4	2		83.0000		.00	167.76	N
4	EA	8 MJ SSB DI ACCESSORY SET	4		.0000		.00	.00	N
		GLAND PAK FOR FITTING							
1	EA	8 DI MJ TAPT CAP	1		59.1700		.00	59.17	N
1	EA	8 MJ SSB DI ACCESSORY SET	1		.0000		.00	.00	N
		GLAND PAK FOR FITTING							
1	EA	8X6 DI MJ TEE	1		136.6400		.00	136.64	N
2	EA	8 MJ SSB DI ACCESSORY SET	2		.0000		.00	.00	N
		GLAND PAK FOR FITTING							
1	EA	6 MJ SSB DI ACCESSORY SET	1		.0000		.00	.00	N
		GLAND PAK FOR FITTING							
1	EA	6 DI MJ TAPT PLUG	1		43.3100		.00	43.31	N
20	FT	3X20 PVC40 DE PIPE	20		1.4600		.00	29.20	N
1	EA	8" SDR35 GJ 1/8 BEND	1		29.9600		.00	29.96	N

RECEIVED  
AUG 11 2009  
Utility Contractors

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.

1% 10TH PROX NET 25T

If Paid By 9/10/09 You May Deduct 46.29

GeoCode:	Net Sales	4,629.05
- 171738860	Freight	.00
State Tax % 5.300	State Tax	.00
Local Tax % 1.000	Local Tax	.00
	Invoice Amount	4,629.05

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (316) 522-8900.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: [www.winwholesale.com/tcsale](http://www.winwholesale.com/tcsale).





# UCI

## DAILY COST REIMBURSABLE TIMESHEET

Work Authorization #	Project #	Date Performed	Owner / Contractor			
	108107	8-12-09	Mid - Continent Airport			
UCI LABOR				UCI OWNED EQUIPMENT		
Employee	Class	ST	OT	Equipment	Duration	Equip. ID#
Servando Martinez	loader op.	4 1/2	0	Water Truck	4 1/2	TRK 191
Francisco Salazar	Pipe layer	4 1/2	0			
Subsistence	YES / NO					

### OTHER - MATERIAL / SUBCONTRACTOR / 3rd PARTY EQUIPMENT RENTAL

Item Description	Date	Duration	Supplier / Invoice No.
8 1/2 10,800 gallons of water	8-12-09		

Work Performed: - Started flushing sand in trench for temp. sewer.

UCI Representative	Date	Authorized Representative	Date
	8-12-09		8/20/09

UCI **MUST** BE NOTIFIED WITHIN 10 WORKING DAYS OF ANY DISPUTED ITEMS LISTED ABOVE OR THOSE ITEMS SHALL BE CONSIDERED APPROVED

WHITE COPY - UCI  
CARBON COPY - CLIENT

Rebill To:

WICHITA WINWATER WORKS  
3612 S WEST STREET  
WICHITA, KS 67217

# Original Invoice

Page	Date Printed	Invoice No.
1	8/10/09	165228 00

To Reorder Contact Us At  
Phone No. : (316) 522-8900  
Fax No. : (316) 522-1472 DB# 06

Sold To:

Ship To:

UCI  
PO BOX 2079  
WICHITA, KS 67201

AIRPORT

108107

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
248-000304	CLAY	040-TIM KENNEDY	Stock	OUR TRUCK	8/10/09

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
112	FT	8X14 PVC SDR35 GASKET PIPE	112		2.4000		.00	268.80	N
1	EA	6 SLIP PVC40 CAP	1		13.5900		.00	13.59	N
1	EA	18X30 PVC METER PIT	1		37.0000		.00	37.00	N
1	EA	1977 DEETER C.O. RING & COVER	1		259.1800		.00	259.18	N
20	FT	6X20 PVC40 DE PIPE	20		3.7100		.00	74.20	N
1	EA	6 PVC DWV HXH 45 ELL	1		21.6300		.00	21.63	N
1	EA	8X6 SDR35 GJ WYE	1		32.8100		.00	32.81	N
2	EA	6X6 D3034 SWXDWV BUSHING	2		16.3800		.00	32.76	N
1	EA	SEWER SPIGOT X DWV HUB ADAPTER	1						
1	EA	CSST-9 75X8 40.8" NONSHEAR	1		183.1200		.00	183.12	N
		CTS01-975X840							
1	EA	CMAS 8" CONCRET MANHOLE ADAPT	1		6.9500		.00	6.95	N
1	EA	1002-66 6"CLAY X 6"CI-PL CPLG	1		11.0500		.00	11.05	N
14	FT	6X14 PVC SDR35 GASKET PIPE	14		1.5100		.00	21.14	N
2	EA	6" D3034 SW 1/8 BEND PVC	2		11.4100		.00	22.82	N
1	EA	6X4 PVC DWV FLUSH BUSHING	1		13.9000		.00	13.90	N
1	EA	4X3 PVC DWV FLUSH BUSHING	1		2.5100		.00	2.51	N
1	EA	3" SAM PVC40 ADPT	1		3.8600		.00	3.86	N
3	EA	0 DI MJ TEE	3		156.7700		.00	470.31	N
9	EA	8 MJ SSB DI ACCESSORY SET	9		.0000		.00	.00	N
		GLAND PAK FOR FITTING							
1	EA	0 DI MJ TAFT PLUG	1		56.4300		.00	56.43	N
3	EA	2" BLOWOFF ASSEMBLY	3		249.9500		.00	749.85	N
***** BEGIN COMPONENTS *****									
3	EA	2" THRD GATE VALVE OL	3						
3	EA	2X6 RED BRASS NIPPLE	3						
3	EA	143R ROADWAY BOX	3						
3	EA	2" GALV MI 90 ST ELL	3						
3	EA	2X48 GALV STL TBE CUT PIPE	3						
3	EA	2 GALV STL S/T COUPLING	3						
3	EA	2 GALV CI CORED SQ HD PLUG	3						
***** END COMPONENTS *****									
260	FT	8X20 C900 DR18 CL150 GJ	260		4.5700		.00	1,188.20	N
1	EA	8" MJ RS VALVE OL	1		648.9000		.00	648.90	N

RECEIVED  
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Utility Contractors

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.

GeoCode:	Net Sales	-----
-----	Freight	-----
State Tax %	State Tax	-----
Local Tax %	Local Tax	-----
	Invoice Amount	-----

CONTINUED ON NEXT PAGE.....

Realt To:

WICHITA WINWATER WORKS  
3612 S WEST STREET  
WICHITA, KS 67217

235

# Original Invoice

Page	Date Printed	Invoice No.
2	8/10/09	165228 00

To Reorder Contact Us At  
Phone No. : (316) 522-8900  
Fax No .. : (316) 522-1472 DB# 06

300642

Sold To:

UCI  
PO BOX 2079  
WICHITA, KS 67201

Ship To:

AIRPORT

108107

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
248-000304	CLAY	040-TIM KENNEDY	Stock	OUR TRUCK	8/10/09

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	2		.0000		.00	.00	N
1	EA	562 S SCREW TYPE VALVE BOX 27"-37" SIGMA VB262 16T-24B	1		44.0000		.00	44.00	N
2	EA	8 DI MJ 11 1/4	2		83.8800		.00	167.76	N
4	EA	8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	4		.0000		.00	.00	N
1	EA	8 DI MJ TAPT CAP	1		59.1700		.00	59.17	N
1	EA	8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	1		.0000		.00	.00	N
1	EA	8X6 DI MJ TEE	1		136.6400		.00	136.64	N
2	EA	8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	2		.0000		.00	.00	N
1	EA	6 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING	1		.0000		.00	.00	N
1	EA	6 DI MJ TAPT PLUG	1		43.3100		.00	43.31	N
20	FT	3X20 PVC10 DE PIPE	20		1.4600		.00	29.20	N
1	EA	8" SDR35 GJ 1/8 BEND	1		29.9600		.00	29.96	N

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Terms: Monthly Service Charge May Be Applied To Past Due Accounts.

1% 10TH PROX NET 25T

If Paid By 9/10/09 You May Deduct 46.29

GeoCode:	Net Sales	4,629.05
-171738860	Freight	.00
State Tax % 5.300	State Tax	.00
Local Tax % 1.000	Local Tax	.00
	Invoice Amount	4,629.05

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (316) 522-8900.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: [www.winwholesale.com/tcsale](http://www.winwholesale.com/tcsale).

INVOICE# : Laser Invoice

From : WICHITA WINWATER WORKS  
3612 S WEST STREET  
WICHITA, KS 67217

To Reorder Dial: 316-522-8900  
Fax: 316-522-1472

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TEKENN

Date - 8/06/09  
Page - 2  
Time - 11.03.52  
Customer No. - 304

Order No. - 165228-00

WE APPRECIATE YOUR BUSINESS LET US KNOW HOW ELSE WE MAY HELP

Date Shipped - 8/06/09 Date Ordered - 8/06/09 Date Requested - 8/06/09 Date Printed - 8/06/09  
Filled By - Ordered By - CLAY Cust. Order # - CLAY  
Ship Via - OUR TRUCK Salesman # - 040 Job Name - 108107  
Freight - .00 Taken By - TIM

Original Order	In Shipped	On B/O	Hold UM	Description/Stock Number	Line No.	Bin Location	Extended Freight Weight	No. of Class Packages
9	9 ✓			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	18.0	WF	135.000	
1	1 ✓			EA 8 DI MJ TAPT PLUG 4620083375	19.0	YG1	26.000	
3	3 ✓			EA 2" BLOWOFF ASSEMBLY *248026498	20.0			
				***** BEGIN COMPONENTS *****				
3	3 ✓			EA 2" THRD GATE VALVE OL 470000182		YE1		
				WITH 2" OP NUT				
3	3 ✓			EA 2X6 RED BRASS NIPPLE 040214220		OD3A		
				40-168	2200			
3	3 ✓			EA 143R ROADWAY BOX 4693146353		YF1		
3	3 ✓			EA 2" GALV MI 90 ST ELL 031101720		OC4F		
				64-168				
3	3 ✓			EA 2X48 GALV STL TBE CUT PIPE 033561720		YE1		
3	3 ✓			EA 2 GALV STL S/T COUPLING 032101320		OC4D		
				64-418				
3	3 ✓			EA 2 GALV CI CORED SQ HD PLUG 031990228		OC4E		
				64-658				
				***** END COMPONENTS *****				
260	260 ✓			FT 8X20 C900 DR18 CL150 GJ 060302928	21.0	YH2		
1	1 ✓			EA 8" MJ RS VALVE OL 470000090	22.0	YF1		
2	2 ✓			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	23.0	WF	30.000	

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**AUG 26 2009**  
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Customer Signature: \_\_\_\_\_

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TEKENN

Date - 8/06/09  
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Customer No. - 304

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WE APPRECIATE YOUR BUSINESS LET US KNOW HOW ELSE WE MAY HELP

Date Shipped - 8/06/09 Date Ordered - 8/06/09 Date Requested - 8/06/09 Date Printed - 8/06/09  
Filled By - Ordered By - CLAY Cust. Order # - CLAY  
Ship Via - OUR TRUCK Salesman # - 040 Job Name - 108107  
Freight - .00 Taken By - TIM

Original Order	In Shipped	On B/O	Hold UM	Description/Stock Number	Line No.	Bin Location	Extended Freight Weight	No. of Class Packages
1	1 /			EA 562-S SCREW TYPE VALVE BOX 24.0 YF1 27"-37" SIGMA VB262 16T-24B 469300010				
2	2 /			EA 8 DI MJ 11-1/4 4620073765	25.0	YG1	84.000	
4	4 /			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	26.0	WF	60.000	
1	1 /			EA 8 DI MJ TAPT CAP 4620082538	27.0	YG1	22.000	
1	1 /			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	28.0	WF	15.000	
1	1 /			EA 8X6 DI MJ TEE 4620074304	29.0	YG1	72.000	
2	2 /			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	30.0	WF	30.000	
1	1 /			EA 6 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085171	31.0	WF	12.000	
1	1 /			EA 6 DI MJ TAPT PLUG 4620083283	32.0	YG1	16.000	
20	20 /			FT 3X20 PVC40 BE PIPE 060300590	33.0	YB1		

END OF PACKING LIST

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T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale  
located at our website: [www.winwholesale.com/tcsale](http://www.winwholesale.com/tcsale)

Customer Signature: \_\_\_\_\_

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1 1 - 8" SDR-35 GJ 45

From : WICHITA WINWATER WORKS  
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WICHITA, KS 67217

To Reorder Dial: 316-522-8900  
Fax: 316-522-1472

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Date - 8/06/09  
Page - 1  
Time - 11.03.52  
Customer No. - 304

Order No. - 165228-00

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Date Shipped - 8/06/09  
Filled By -  
Ship Via - OUR TRUCK  
Freight - .00

Date Ordered - 8/06/09  
Ordered By - CLAY  
Salesman # - 040  
Taken By - TIM

Date Requested - 8/06/09 Date Printed - 8/06/09  
Cust. Order # - CLAY  
Job Name - 108107

Original Order	In Shipped	On B/O	Hold UM	Description/Stock Number	Line No.	Bin Location	Extended Freight Weight	No. of Class Packages
112	112 ✓			FT 8X14 PVC SDR35 GASKET PIPE 060311091	1.0	YA2		
1	1 ✓			EA 6 SLIP PVC40 CAP 0669447060	2.0	IH2B		
1	1 ✓			EA 18X30 PVC METER PIT 480301830	3.0	YH1		
1	1 ✓			EA 1977 DEETER C.O. RING & COVER 469314813	4.0	YH1		
20	20 ✓			FT 6X20 PVC40 BE PIPE 060300610	5.0	YD1		
1	1 ✓			EA 6 PVCDWV HXH 45 ELL 060401860	6.0	CC1B		
1	1 ✓			EA 8X6 SDR35 GJ WYE 063801325	7.0	DC4C		
2	2 ✓			EA 6X6 D3034 SWXDWH BUSHING SEWER SPIGOT X DWV HUB ADAPTER 063813260	8.0	EB4B		
1	1 ✓			EA CSST-9 75X8 40 8" NONSHEAR CTS01-975X840 46028013030	9.0	WF		
1	1 ✓			EA CMA8 8" CONCRET MANHOLE ADAPT. 0171CMA08	10.0	GD1C	1.780	
1	1 ✓			EA 1002-66 6"CLAY X 6"CI-PL CPLG 0171100266	11.0	GB1A	2.790	
14	14 ✓			FT 6X14 PVC SDR35 GASKET PIPE 060311071	12.0	YA2		
2	2 ✓			EA 6" D3034 SW 1/8 BEND PVC 063812055	13.0	EB1B		
1	1 ✓			EA 6X4 PVCDWV FLUSH BUSHING 060400540	14.0	CA3C		
1	1 ✓			EA 4X3 PVCDWV FLUSH BUSHING 060400530	15.0	CA3B		
1	1 ✓			EA 3" SXM PVC40 ADPT 0669436030	16.0	IE2C		
3	3 ✓			EA 8 DI MJ TEE 4620074328	17.0	YG1	258.000	

= 92000020 RWWM  
108107

= 11156500 RWWM  
108107

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AUG 26 2009

Utility Contractors

Customer Signature: \_\_\_\_\_

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WICHITA, KS 67217

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Fax: 316-522-1472

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WICHITA, KS 67201

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TEKENN

Date - 8/06/09  
Page - 2  
Time - 11.03.52  
Customer No. - 304

316-265-9506

Order No. - 165228-00

WE APPRECIATE YOUR BUSINESS LET US KNOW HOW ELSE WE MAY HELP

Date Shipped - 8/06/09 Date Ordered - 8/06/09 Date Requested - 8/06/09 Date Printed - 8/06/09  
Filled By - Ordered By - CLAY  
Ship Via - OUR TRUCK Salesman # - 040 Cust. Order # - CLAY  
Freight - .00 Taken By - TIM Job Name - 108107

Original Order	Shipped	In On B/O	Hold UM	Description/Stock Number	Line	Bin No. Location	Extended Weight	Freight Class	No. of Packages
9	9 ✓			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	18.0	WF	135.000		
1	1 ✓			EA 8 DI MJ TAPT PLUG 4620083375	19.0	YG1	26.000		
3	3 ✓			EA 2" BLOWOFF ASSEMBLY *248026498	20.0				
				***** BEGIN COMPONENTS *****					
3	3 ✓			EA 2" THRD GATE VALVE OL 470000182		YE1			
				WITH 2" OP NUT					
3	3 ✓			EA 2X6 RED BRASS NIPPLE 040214220		OD3A			
				40-168	2200				
3	3 ✓			EA 143R ROADWAY BOX 4693146353		YF1			
3	3 ✓			EA 2" GALV MI 90 ST ELL 031101720		OC4F			
				64-168					
3	3 ✓			EA 2X48 GALV STL TBE CUT PIPE 033561720		YE1			
3	3 ✓			EA 2 GALV STL S/T COUPLING 032101320		OC4D			
				64-418					
3	3 ✓			EA 2 GALV CI CORED SQ HD PLUG 031990228		OC4E			
				64-658					
				***** END COMPONENTS *****					
260	260 ✓			FT 8X20 C900 DR18 CL150 GJ 060302928	21.0	YH2			
1	1 ✓			EA 8" MJ RS VALVE OL 470000090	22.0	YF1			
2	2 ✓			EA 8 MJ SSB DI ACCESSORY SET GLAND PAK FOR FITTING 4625085188	23.0	WF	30.000		

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**AUG 26 2009**  
**Utility Contractors**

Customer Signature: \_\_\_\_\_

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**Professional Engineering Consultants, P.A.**

08 October 2009

Mr. Bill Wenger  
Project Manager  
Cornejo & Sons, Inc.  
2060 Tulsa  
P.O. Box 16204  
Wichita, Kansas 67216

Re: Reconstruction of Terminal Apron - Phase 2  
Wichita Mid-Continent Airport, Wichita Kansas  
City of Wichita Project No. 455-361-2  
FAA AIP No. 3-20-0088-57  
PEC No. 70X-08437-002

Dear Mr. Wenger:

We received your letter dated 21 September 2009 regarding the Force Account Cost to install a Temporary 8" PVC Sanitary Sewer Connection. We have the following comments and require the following information to process this request:

1] On 05 August 2009,

- a) Randy Rohrbach was not observed on the site. His 2.5 hours is being disputed.
- b) Ryan Wiksten and Clay Dillon were observed at the site working for 2 hours with the rest of the crew. 3.5 additional hours for each are being disputed. No additional allowance shall be made for general superintendents.
- c) Three (3) GMC 2500 Pickups show 3.5, 3.5, and 2.5 hours assumed to be associated with Wiksten, Dillon, and Rohrbach are being disputed.

2] Invoices include materials not used for the work. Items used in the work shall be clearly identified and others marked out.

3] Kansas Concrete Cutting Invoice shows tax but project is Tax Exempt.

4] Furnish an affidavit certifying that the material quantity claimed was actually used, and the price and transportation costs claims represent the Contractor's actual costs.

Please make these revisions and resubmit documentation. If you have any questions please contact us.

Sincerely,  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Bradley J. Edmundson, P.E.  
Resident Engineer

Cc: Mr. John Oswald, P.E.  
Mr. Gregg Greenwood, P.E.  
File

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council

**SUBJECT:** Storm Water Drain in Summit Crossing Addition, south of 21<sup>st</sup> Street, west of 127<sup>th</sup> Street East. (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendations:** Adopt the resolution.

**Background:** On March 24, 2009, the City Council approved a petition to construct a storm water drain in Summit Crossing Addition. The authorizing resolution contained an error in the method of assessment and does not match the petition. A resolution has been prepared to correct the error.

**Analysis:** The project is required for the development of a new commercial addition.

**Financial Considerations:** The approved project budget of \$179,000 is unaffected.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by proving drainage improvements required for new commercial development.

**Legal Considerations:** State Statutes provide the City Council authority to correct the error by resolution.

**Recommendation/Actions:** It is recommended that the City Council adopt the resolution and authorize the necessary signatures.

**Attachments:** Resolution.

First Published in the Wichita Eagle on January 15, 2010

RESOLUTION NO. 10-009

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 355 (SOUTH OF 21ST, WEST OF 127TH ST. EAST) 468-84580 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 355 (SOUTH OF 21ST, WEST OF 127TH ST. EAST) 468-84580 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 09-073 adopted on March 24, 2009 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 355 (south of 21st, west of 127th St. East) 468-84580.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be One Hundred Seventy-Nine Thousand Dollars (\$179,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SUMMIT CROSSING ADDITION

Lots 1 through 7, Block 1

Lots 1 through 5, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested

thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 12<sup>th</sup> day of January, 2010.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita  
City Council Meeting  
January 12, 2010

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for Water, Sanitary Sewer, Storm Water Drainage and Paving Improvements in Summit Crossing Addition, south of 21st, west of 127th Street East. (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the agreement.

**Background:** The City Council approved the water, sanitary sewer, storm water drainage and paving improvements in Summit Crossing Addition on March 24, 2009.

**Analysis:** The proposed agreement between the City and MKEC Engineering Consultants, Inc. MKEC provides for the design of bond financed improvements consisting of water, sanitary sewer, storm water drainage and paving in Summit Crossing Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to MKEC will be on a lump sum basis of \$42,400 and will be paid by special assessments.

**Goal Impact:** This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sanitary sewer, storm water drainage and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

SUMMIT CROSSING ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90423** serving Lots 1 through 7, Block 1; Lots 1 through 5, Block 2, Summit Crossing Addition (south of 21st, west of 127th Street East) (Project No. 448 90423).

**LATERAL 6, MAIN 10, FOUR MILE CREEK SEWER** serving Lots 1 through 7, Block 1; Lots 1 through 5, Block 2, Summit Crossing Addition (south of 21st, west of 127th Street East) (Project No. 468 84579).

**STORM WATER DRAIN NO. 355** serving Lots 1 through 7, Block 1; Lots 1 through 5, Block 2, Summit Crossing Addition (south of 21st, west of 127th Street East) (Project No. 468 84580).

**SHADYBROOK** from the north line of 127th Street North to the south line of Garnett Street; sidewalk to be constructed on Shadybrook from the west line of 127th Street to the east line of Garnett; and a sidewalk on Garnett from the south line of 21st Street to the north line of Shadybrook (south of 21st, west of 127th Street East) (Project No. 472 84797).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Summit Crossing Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90423	<u>\$ 7,500.00</u>
Project No. 468 84579	<u>\$ 8,200.00</u>
Project No. 468 84580	<u>\$13,200.00</u>
Project No. 472 84797	<u>\$13,500.00</u>
TOTAL	<u>\$42,400.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

### A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by **120 days from notice to proceed.**  
(Project No. 448 90423).
  - b. Plan Development for the sewer improvements by **120 days from notice to proceed.**  
(Project No. 468 84579).
  - c. Plan Development for the drainage improvements by **120 days from notice to proceed.**  
(Project No. 468 84580).
  - d. Plan Development for the paving improvements by **120 days from notice to proceed.**  
(Project No. 472 84797).

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Environmental Services  
1900 E. 9<sup>th</sup> St. North  
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita  
City Council Meeting  
January 12, 2010

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement for a Multi-Use Path along I-135 to K-96, McAdams Park to Grove Park. (Districts I and VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve Supplemental Agreement No. 2.

**Background:** On July 1, 2008, the City Council approved funding to design a multi-use path along the I-135 Freeway to connect McAdams Park and Grove Park. On October 28, 2008, the City Council approved a design agreement with Ruggles & Bohm. The fee was \$95,000. On March 10, 2009, the City Council approved a supplemental agreement with Ruggles & Bohm to advance the plan completion date to qualify for American Recover and Reinvestment Act (ARRA) funding. The full project design fee for Supplemental No. 1 was \$9,500, bringing the total design contract fee to \$104,500. The project was submitted in March 2009 for ARRA Transportation Enhancement funding but was not selected. The project was then submitted for and preliminarily awarded an Energy Efficiency and Conservation Block Grant. Final award notification is expected by mid-January. On December 8, 2009, the City Council approved a change in the original design concept, reflecting the route that was submitted for the Grant.

**Analysis:** The original design concept was to construct the path along the west side of the I-135 Freeway from 17th Street North to the existing tunnel crossing under I-135 near 27th Street North, then east toward Grove Park. This route through an industrial area on the west side of I-135 was deemed not as practical, nor as desirable as a route on the east side of I-135. Security concerns associated with the future Heartland Preparedness Center on the east side of I-135 near 27<sup>th</sup> Street also were a factor in proposing a revised route. The revised design concept approved by the City Council is to construct the path along the east side of I-135, to and along 21st Street North to Opportunity Drive. The path will continue north along Opportunity Drive and adjacent to the Boys and Girls Club and Parks Academy campuses; then west on 25th Street North, back to I-135, and north and east to connect to Grove Park. Supplemental No. 2 has been prepared to authorize the additional design services.

**Financial Considerations:** The fee for Supplemental No. 2 is \$67,500. Ruggles & Bohm's total fee including Supplemental No. 1 and No. 2 will be \$172,000. The funding source is General Obligation bonds, within the revised budget approved by the Council on December 8, 2009.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by constructing a multi-use path for bike riders and pedestrians.

**Legal Considerations:** Supplemental Agreement No. 2 has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 28, 2008  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
RUGGLES & BOHM, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 28, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements for a **BIKE PATH ALONG I-135 TO K-96** (Project No. 472 84740, OCA No. 706982).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Revised Design Concept**  
(bike path along the east side of I-135)

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

706982      **\$67,500.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council

**SUBJECT:** Change Order and Petition for Storm Water Drain in Maize 54 Addition, north of Kellogg, east of Maize. (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

.....

**Recommendation:** Approve the change order and new petition.

**Background:** On September 1, 2009, the City Council approved a construction contract with Unruh Excavation for drainage improvements in Maize 54 Addition. During the course of construction, buried concrete waste was uncovered in excess of the amounts indicated by geotechnical investigations of the site. A new petition has been submitted to increase the project budget for the change order cost plus a contingency for possible future additional work. The signature on the new petition represents 100% of the improvement district.

**Analysis:** A change order has been prepared for the cost of the additional work. The site is being prepared for the development of a large commercial complex.

**Financial Considerations:** The total cost of the additional work is \$250,000 with the total paid by special assessments. The original contract amount is \$1,237,456. This change order represents 20.02% of the original contract amount. The original petition budget is \$1,600,000. The new petition budget is \$1,850,000.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing drainage improvements required for new development.

**Legal Considerations:** The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the change order, approve the new petition, adopt the resolution and authorize the necessary signatures.

**Attachments:** Change order, CIP sheet, petition, resolution and map.

**To: Unruh Excavation****Project: SWD #354 to serve  
Maize 54 Addition  
Project No.: 468-84575  
OCA No.: 751483  
PPN: 485374****Change Order No.: 1****Purchase Order No.: 930727****CHARGE TO OCA No.: 751483****Please perform the following extra work at a cost not to exceed \$250,000.000**

**Additional Work:** Excavation, removal, and off-site disposal of approximately 15,000 tons of waste concrete. Borrowed fill brought in to backfill retaining wall and building pad.

**Reason for Additional Work:** During the course of construction, buried concrete waste was uncovered in excess amounts beyond what the two geotechnical investigations of the site showed, or what would be reasonably expected. The excessive concrete rubble was hauled off site. This brought about a deficient of onsite fill that was needed to finish project. Contractor will bring in borrowed fill to complete the job.

<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
Concrete Disposal	Negot'd	15,000.00 tons	\$9.50	\$142,500.00
Borrow/Fill	Negot'd	17,916.67 cy	\$6.00	\$107,500.00

CIP Budget Amount: \$1,850,000.00

Original Contract Amt.: \$1,237,456.00

Consultant: Poe &amp; Assoc.

Current CO Amt.: \$250,000.00

**Exp. & Encum. To Date: \$1,466,492.21****Amt. of Previous CO's: \$0.00****Total of All CO's: \$250,000.00****CO Amount: \$250,000.00****% of Orig. Contract / 25% Max.: 20.2%****Unencum. Bal. After CO: \$133,507.79****Adjusted Contract Amt.: \$1,487,456.00****Recommended By:****Approved:**\_\_\_\_\_  
Greg Baalman, P.E.  
Engineer\_\_\_\_\_  
Date

City Engineer

\_\_\_\_\_  
Jim Armour, P.E.\_\_\_\_\_  
Date

Construction

**Approved:****Approved:**\_\_\_\_\_  
Contractor\_\_\_\_\_  
Date\_\_\_\_\_  
Chris Carrier, P.E.\_\_\_\_\_  
Date

Director of Public Works

**Approved as to Form:****By Order of the City Council:**\_\_\_\_\_  
Gary Rebenstorf  
Director of Law\_\_\_\_\_  
Date\_\_\_\_\_  
Carl Brewer, Mayor\_\_\_\_\_  
Date**Attest:**\_\_\_\_\_

City Clerk

First Published in the Wichita Eagle on January 15, 2010

**RESOLUTION NO. 10-010**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 354 (NORTH OF KELLOGG, EAST OF MAIZE) 468-84575** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 354 (NORTH OF KELLOGG, EAST OF MAIZE) 468-84575** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **09-041** adopted on **February 10, 2009** and Resolution No. **09-173** adopted on **July 7, 2009** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 354 (north of Kellogg, east of Maize) 468-84575**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2009**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**TRACT A**

Parcel 1A

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas described as Beginning at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 200 feet; thence S01°18'15"E, 275 feet; thence N88°20'30"E, 399.5 feet; thence N01°18'15"W, 275 feet; thence N88°20'30"E, 205.96 feet; thence S14°10'35"E, 401.95 feet to a point 40 feet North of the North line of U.S. 54 Highway as deeded on Film 2144, Page 1847; thence N74°04'48"E parallel with and 40 feet North of said U.S. 54 Highway, 258.59 to a point on the West line of Miles Lakewood Village Second Addition, Wichita Sedgwick County, Kansas; thence S01°28'11"E along the West line of said Miles Lakewood Village Second Addition, and Davis Moore 12th Addition, Wichita Sedgwick County, Kansas, 41.31 feet to a point on the North line of said U.S. 54 Highway; thence S74°04'48"W along said U.S. 54 Highway, 419.31 feet; thence S15°55'12"E, 125 feet; thence S71°17'23"W, 324.5 feet; thence S76°05'36"W, 210.7 feet; thence S83°50'05"W, 19.89 feet to the S.E. corner Lot 1, Block A, Quiktrip 10th Addition, Wichita, Sedgwick County, Kansas; thence N01°19'41"W, 236.41 feet to the N.E. corner of said Quiktrip 10th Addition; thence S88°12'33"W along the North line of said Quiktrip 10th and the North line of Lot 1, Block A, Quiktrip 8th Addition, Wichita, Sedgwick County, Kansas, 236 feet to a bend point in the East line of said Quiktrip 8th Addition; thence N01°18'15"W along the East line of said Quiktrip 8th Addition and said Kansas State Bank Addition, 500 feet to the point of beginning.

Said tract contains 414,279 square feet more or less.

## TRACT B

### Parcel 1B

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas described as Commencing at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 200 feet to the Point of Beginning thence continuing N88°20'30"E, 399.5 feet; thence S01°18'15"E, 275 feet; thence S88°20'30"W, 399.5 feet; thence N01°18'15"W, 275 feet to the point of beginning; ALONG WITH,

### Parcel 2

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas and Lot 5, Verda Vista, Sedgwick County, Kansas all being described as Beginning at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 659.8 feet to a point on the West line of a Ponding and Overland Flowage Easement filed on DOC#/FLM-PG: 28652650; thence N12°55'02"W along said Easement, 59.72 feet; thence continuing along said Easement N36°46'09"W, 96.11 feet; thence N51°17'57"W, 146.12 feet; thence N35°39'24"W, 95.48 feet; thence N16°26'04"W, 101.68 feet; thence N11°19'07"W, 120.39 feet along the West line of a Ponding and Overland Flowage Easement filed on DOC#/FLM-PG: 28652650, and DOC#/FLM-PG: 28652651; thence continuing N22°33'08"W, along said DOC#/FLM-PG: 28652651, 179.57 feet; thence N16°20'54"W, 124.1 feet; thence N25°52'23"E, 38.55 feet more or less to a point on the South line of the North 40 acres of the SW1/4 of said Section 29; thence S88°20'41"W along the South line of the North 40 acres of said SW1/4, 299.04 feet to a point 270 feet East of the West line of said SW1/4, said point being 30 feet North of the N.E. corner of Lot 1, Verda Vista Sedgwick County, Kansas; thence S01°18'15"E along the East line of said Verda Vista, 450 feet to the N.E. corner of Lot 5, in said Verda Vista; thence S88°20'41"W, 220 feet to the N.W. corner of said Lot 5; thence S01°18'15"E, 100 feet to the S.W. corner of said Lot 5; thence N88°20'41"E, 220 feet to the S.E. corner of said Lot 5; thence S01°18'15"E, 300 feet to the point of beginning.

Said tract contains 495,992 square feet more or less.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: TRACT A shall pay 667/1000 and TRACT B shall pay 333/1000

Where the ownership of a Tract divided into two or more parcels, the assessment to the lot so divided shall be assessed to each owner or parcel within such subdivided tract on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 12<sup>th</sup> day of January, 2010.

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CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)



# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project  
To Revise Project

	X
--	---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/23/2009	4. Project Description & Location Storm Water Drain for Maize 54 Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2010	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage		\$1,850,000	\$1,850,000
Sanitary Sewer			
Sidewalk			
Water			
Other			
Totals		\$1,850,000	\$1,850,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			
13. Recommendation: Approve the petition, change order, and resolution			

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition  
\* Storm Water Utility  
SWD 354  
468-84575

Budget Officer

City Manager

Department Head

Division Head

*[Signature]*  
Date

*[Signature]*  
Date

## DRAINAGE PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

See Exhibit "A" attached hereto

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- 468-84575  
(North of Kullog,  
east of Marze)  
SWD # 354
- (a) That drainage improvements including mass grading, retaining wall, landscaping, seeding, erosion control and related appurtenances be constructed on and/or to the Cowskin Creek to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
  - (b) That the estimated and probable cost of the foregoing improvements being ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$1,850,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after December 1, 2009.
  - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement: (i) is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, or (ii) is abandoned at any state during the design and/or construction of the improvement, or (iii) requires the redesign, repair or reconstruction by the City of Wichita after its initial design or construction because the design or construction does not meet the requirements of the City; then in any of the foregoing events the Developers' Agreement shall control."

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

TRACT A shall pay 667/1000

TRACT B shall pay 333/1000

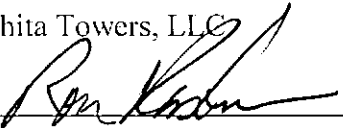
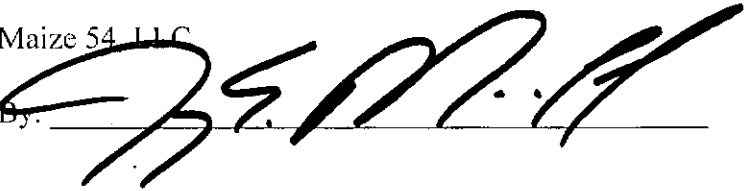
Where the ownership of Tract is divided into two or more parcels, the assessment to the lot so divided shall be assessed to each owner or parcel within such subdivided tract on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
TRACT A	Wichita Towers, LLC By: 	
TRACT B	Maize 54, LLC By: 	

## **EXHIBIT A**

### **TRACT A**

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas described as Beginning at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 200 feet; thence S01°18'15"E, 275 feet; thence N88°20'30"E, 399.5 feet; thence N01°18'15"W, 275 feet; thence N88°20'30"E, 205.96 feet; thence S14°10'35"E, 401.95 feet to a point 40 feet North of the North line of U.S. 54 Highway as deeded on Film 2144, Page 1847; thence N74°04'48"E parallel with and 40 feet North of said U.S. 54 Highway, 258.59 to a point on the West line of Miles Lakewood Village Second Addition, Wichita Sedgwick County, Kansas; thence S01°28'11"E along the West line of said Miles Lakewood Village Second Addition, and Davis Moore 12th Addition, Wichita Sedgwick County, Kansas, 41.31 feet to a point on the North line of said U.S. 54 Highway; thence S74°04'48"W along said U.S. 54 Highway, 419.31 feet; thence S15°55'12"E, 125 feet; thence S71°17'23"W, 324.5 feet; thence S76°05'36"W, 210.7 feet; thence S83°50'05"W, 19.89 feet to the S.E. corner Lot 1, Block A, Quiktrip 10th Addition, Wichita, Sedgwick County, Kansas; thence N01°19'41"W, 236.41 feet to the N.E. corner of said Quiktrip 10th Addition; thence S88°12'33"W along the North line of said Quiktrip 10th and the North line of Lot 1, Block A, Quiktrip 8th Addition, Wichita, Sedgwick County, Kansas, 236 feet to a bend point in the East line of said Quiktrip 8th Addition; thence N01°18'15"W along the East line of said Quiktrip 8th Addition and said Kansas State Bank Addition, 500 feet to the point of beginning.

Said tract contains 414,279 square feet more or less.

### **TRACT B**

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas described as Commencing at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 200 feet to the Point of Beginning thence continuing N88°20'30"E, 399.5 feet; thence S01°18'15"E, 275 feet; thence S88°20'30"W, 399.5 feet; thence N01°18'15"W, 275 feet to the point of beginning;

ALONG WITH,

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas and Lot 5, Verda Vista, Sedgwick County, Kansas all being described as Beginning at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick

County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 659.8 feet to a point on the West line of a Ponding and Overland Flowage Easement filed on DOC#/FLM-PG: 28652650; thence N12°55'02"W along said Easement, 59.72 feet; thence continuing along said Easement N36°46'09"W, 96.11 feet; thence N51°17'57"W, 146.12 feet; thence N35°39'24"W, 95.48 feet; thence N16°26'04"W, 101.68 feet; thence N11°19'07"W, 120.39 feet along the West line of a Ponding and Overland Flowage Easement filed on DOC#/FLM-PG: 28652650, and DOC#/FLM-PG: 28652651; thence continuing N22°33'08"W, along said DOC#/FLM-PG: 28652651, 179.57 feet; thence N16°20'54"W, 124.1 feet; thence N25°52'23"E, 38.55 feet more or less to a point on the South line of the North 40 acres of the SW1/4 of said Section 29; thence S88°20'41"W along the South line of the North 40 acres of said SW1/4, 299.04 feet to a point 270 feet East of the West line of said SW1/4, said point being 30 feet North of the N.E. corner of Lot 1, Verda Vista Sedgwick County, Kansas; thence S01°18'15"E along the East line of said Verda Vista, 450 feet to the N.E. corner of Lot 5, in said Verda Vista; thence S88°20'41"W, 220 feet to the N.W. corner of said Lot 5; thence S01°18'15"E, 100 feet to the S.W. corner of said Lot 5; thence N88°20'41"E, 220 feet to the S.E. corner of said Lot 5; thence S01°18'15"E, 300 feet to the point of beginning.

Said tract contains 495,992 square feet more or less.

## AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Timothy R. Austin  
Name

Poe & Associates, Inc.  
5940 E. Central; Suite 200  
Wichita, KS 67208  
\_\_\_\_\_  
Address

(316) 685-4114  
Telephone Number

Sworn to and subscribed before me 29<sup>th</sup> day of December, 2009.



Deborah J. Adcock  
Deputy City Clerk

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council Members

**SUBJECT:** Change Order No. 2: Intrust Bank Arena Parking Lots  
(District I)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the change order.

**Background:** On August 11, 2009, the City Council approved a construction contract with Kansas Paving, Inc. to construct parking lots in the Intrust Bank Arena area. In completing the project, additional work was necessary that requires a change order.

**Analysis:** The additional work consists of: the deteriorated condition of old storm sewers in the area required removal and replacement; an existing storm sewer manhole was uncovered and needed adjustment; an additional tree grate is needed for an existing lacebark elm tree; and bridge drains on the columns under Kellogg were adjusted.

**Financial Considerations:** The total cost of the additional work is \$24,932 with the total paid by Sedgwick County. The original contract amount is \$1,200,403. This change order plus a previous change order represents 2.7% of the original contract amount. Funding is available in the existing project budget.

	<u>Dollar Amount</u>	<u>Percentage of Original Contract</u>
Original Contract	\$1,200,403	
Change Order # 1	7,440	0.62%
Change Order # 2	24,932	2.08% Bid & Negotiated
Total	\$1,232,775	2.70%

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing public parking lots in the Intrust Bank Arena area.

**Legal Considerations:** The Law Department has approved the change order as to legal form.

**Recommendation/Action:** It is recommended that the City Council approve the Change Order No. 2 and authorize the necessary signatures.

**Attachments:** Change Order No. 2.

**PUBLIC WORKS-ENGINEERING**October 29, 2009  
**CHANGE ORDER****To:** Conspec, Inc. dba Kansas Paving**Project:** Intrust Bank Arena Parking Lots,  
Phase 2 – Lot C & Employee Parking**Change Order No.:** 2**Project No.:** 472-84808a**Purchase Order No.:** 930668**OCA No.:** 707003**CHARGE TO OCA No.:** 707003**PPN:** 209468**Please perform the following extra work at a cost not to exceed \$24,931.50****Additional Work:** Modify storm sewer. Add additional crushed rock base and tree grate.**Reason for Additional Work:**

Item #1 – The storm sewer installed per plan in the Employee Lot, was found to have blockages within the existing storm sewer during a recent rain event. Due to the age of the pipe in place, adequate storm sewer records do not exist, requiring extensive investigation by the contractor to locate the problem. The deteriorated nature of the existing pipe and manholes required abandonment of the existing pipe and manholes. New storm sewer pipe was installed between two good existing manholes on a new alignment.

<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
<b>ADD</b>				
Storm Sewer Investigation	Negot'd	1 LS @	7,873.50 =	\$7,873.50
Mobilization	Negot'd	1 LS @	1,150.00 =	\$1,150.00
Abandon Existing Manhole	Negot'd	2 ea @	550.00 =	\$1,100.00
Manhole Connection	Negot'd	2 ea @	1,750.00 =	\$3,500.00
<b>OVERRUN</b>				
#47 15" RCP	Bid	84 lf @	30.00 =	\$2,520.00
#67 Sand Fill, Flush & Vibrate	Bid	84 lf @	7.00 =	\$588.00

Item #2 – An existing storm sewer manhole was found in the north driveway on the west side of the Employee Lot requiring adjustment and a new ring & lid.

<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
<b>ADD</b>				
MH Adjust, New Ring & Lid	Negot'd	1 LS @	3,000.00 =	\$3,000.00

Item #3 – A tree grate not called out on the plans will be added to the island next to the southernmost driveway to accommodate the lacebark elm tree on Lot C.

<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
<b>ADD</b>				
Tree Grate	Negot'd	1 LS @	4,000.00 =	\$4,000.00

Item #5 – Due to the footings for the columns under Kellogg and the angle of the storm sewer pipe into the existing storm sewer, 6 of the 90 degree bends specified for the bridge drains would not work on the Employee Lot. These were returned requiring a restocking fee, and 8" CIMJ 90 degree bends were used.

<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
<b>ADD</b>				
8" CIMJ 90 Degree Bend	Negot'd	6 ea @	200.00 =	\$1,200.00

Item #6 – The completion date for Lot C will be extended to December 11, 2009 to account for the 3 week minimum delivery time for the tree grate. The completion date for the Employee Lot will be extended to December 4, 2009 to accomplish all the above extra work.

<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
ADD				
Add'l Calendar Days, Lot C	Negot'd	1	LS @ =	\$0.00
Add'l Calendar Days, Employee Lot	Negot'd	1	LS @ =	\$0.00
<b>Total</b>				<b>= \$24,931.50</b>

**CIP Budget Amount: \$3,000,000.00**

**Original Contract Amt.: \$1,200,403.24**

Consultant: Baughman

Current CO Amt.: \$24,931.50

**Total Exp. & Encum. To Date: \$2,042,301.80**

**Amt. of Previous CO's: \$7,440.00**

**CO Amount: \$24,931.50**

**Total of All CO's: \$32,371.50**

**Unencum. Bal. After CO: \$932,766.70**

**% of Orig. Contract / 25% Max.: 2.70%**

**Adjusted Contract Amt.: \$1,232,774.74**

**Recommended By:**

**Approved:**

\_\_\_\_\_  
Greg Baalman, P.E.  
Construction Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

**Approved:**

**Approved:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Carrier, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
City Clerk

**CITY OF WICHITA**  
**City Council Meeting**  
January 12, 2010

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 921 South Schweiter Court for the Construction of the Canal Route Interceptor Sewer Line along Interstate 135 from Pawnee to English (District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On August 5, 2008, the City Council approved the construction of a sewer interceptor line east of Interstate 135 (I-135), from Pawnee to English. The original sewer line from Pawnee to English was constructed during the 1950s. In the late 1960s, I-135 was constructed on each side of the canal channel. Since the interceptor sewer was relatively new, the sewer was not relocated and the interstate highway was constructed over the sewer. Horizontal tunnels were constructed, rather than manholes, to gain access to the sewer. It is now necessary to replace the line. The new location will be more accessible for maintenance and less hazardous in case of structural failure. An easement is required from 921 South Schweiter Court to accommodate the new line. 921 S. Schweiter Ct. is improved with a residential duplex however, only a portion of the driveway will be impacted during construction.

**Analysis:** The City requires a 218 square foot permanent easement across the most northwest corner of the subject property. The property is improved for residential use and the sole ingress/egress to the subject will be impacted during construction. That part of the impacted driveway will be replaced as part of the project. The owner has agreed to convey the easement for the estimated market value of \$500, or \$83, or \$0.38 per square foot for the easement with the remainder as compensation for the loss of access during construction.

**Financial Considerations:** A budget of \$900 is requested. This includes \$500 for the acquisition, \$400 for closing costs, filing fees and administrative fees. Funding is available from the Capital Improvement Program (CIP) CIP S-534, Project I-135 from English to Pawnee. The project will be funded from Sewer Utility revenues and reserves, and/or a future revenue bond issue.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure.

**Legal Considerations:** The Law Department has approved the deed as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget and 2) Accept the Easement.

**Attachments:** Tract map and easement.



### SANITARY SEWER EASEMENT

THIS EASEMENT made this 10<sup>th</sup> day of DECEMBER, 2009, by and between Raymond L. Dondlinger Investment Co., Inc. of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing a sewer system, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A Sanitary Sewer Easement described as follows:

**BEGINNING** at the northeast corner of Lot 4, Block 5, Schweiter's Eighth Addition, to Wichita, Sedgwick County, Kansas, Thence Bearing S88°55'11"W, along the north line of said Lot 4, a distance of 10.00 feet; Thence Bearing S00°22'36"W, parallel with the east line of said Lot 4, a distance of 20.00 feet; Thence Bearing N44°38'53"E, a distance of 14.33 feet to a point on the east line of said Lot 4, also being the west line of Lot 5, Block 5, in said Schweiter's Eighth Addition ; Thence continuing Bearing N44°38'53"E, a distance of 14.32 feet to a point on the north line of said Lot 5; Thence Bearing S88°55'11"W, along the north line of said Lot 5, a distance of 10.00 feet to the **POINT OF BEGINNING**.

(Said Sanitary Sewer Easement containing 0.005 acres, more or less)

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer system.

IN WITNESS WHEREOF: The said first part has signed these presents the day and year first written.

RAYMOND L. DONDLINGER INVESTMENT CO., INC.

By: Nick Dondlinger, PRESIDENT

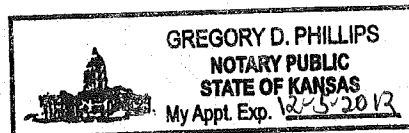
STATE OF KANSAS       )  
                                  )SS  
SEDGWICK COUNTY     )

Personally appeared before me a notary public in and for the County and State  
aforesaid NICK DONDLINGER  
of Raymond L. Dondlinger Investment Co., Inc., to me personally known to be the same  
person who executed the foregoing instrument of writing and said person duly  
acknowledged the execution thereof.

Dated this 10<sup>TH</sup> day of DECEMBER, 2009.

Gregory D. Phillips  
Notary Public

My Commission Expires DECEMBER 5, 2012



**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council Members

**SUBJECT:** General Obligation Bond and Note Sale

**INITIATED BY:** Finance Department

**AGENDA:** Consent

---

**Recommendation:** Adopt the resolution.

**Background:** The City is planning to offer for sale three series of general obligation temporary notes in a principal amount of approximately \$83,790,000 (Series 233, 234 and 236) and four series of general obligation bonds (Series 799, 800, 800A and 800B) in a principal amount of approximately \$49,280,000 for the purpose of providing interim and permanent financing for capital improvement projects of the City. The public sale of the bonds and notes is scheduled for 10:00 a.m. C.T. on February 2, 2010, at which time bids will be received and the City Council will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

**Analysis:** The City's Winter 2010 general obligation bond and note sale includes the following issues:

**Temporary Notes**

The proceeds from the sale of the Series 233 Taxable Renewal and Improvement Temporary Notes will be issued in a principal amount of approximately \$5,265,000 and will be used to provide interim financing for public improvement projects and improvements located within the Douglas and Hillside Tax Increment Financing District. The Series 234 Renewal and Improvement Temporary Notes will be issued in a principal amount of approximately \$70,820,000 and will be used to provide interim financing for City-at-large, improvement district projects and public improvement projects. The Series 236 Renewal and Improvement Temporary Notes will be issued in a principal amount of approximately \$7,705,000 and will be used to provide interim financing for public improvement projects located within the East Bank Redevelopment District.

**General Obligation Bonds**

The proceeds from the sale of the Series 799 Bonds will be used to permanently finance City-at-large and public improvement projects. The General Obligation Bonds, Series 799 will be issued in a principal amount of approximately \$23,525,000.

**Special Assessment Bonds**

The proceeds from the sale of the Series 800, 800A and 800B Bonds will be used to permanently finance neighborhood and façade improvements located in special improvement districts. Special assessments have been levied against the property owners in the improvement districts for the purpose of paying all or a portion of the costs of such improvements, including the payment of principal and interest on Series 800, 800A and Series 800B Bonds. The General Obligation Bonds, Series 800 will be issued in a principal amount of approximately \$10,950,000 and the General Obligation Bonds, Series 800A will be issued in a principal amount of approximately \$13,175,000. The General Obligation Bonds, Series 800B (taxable under federal law) will be issued in a principal amount of approximately \$1,630,000.

**Financial Considerations:** The City of Wichita awards the sale of bonds and notes to the bidder with the lowest true interest cost, or “TIC”. Using the TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of their present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments.

The Series 233, 234 and 236 Temporary Notes will mature on March 3, 2011 and will be retired using the proceeds of permanent financing bonds, renewal notes and/or cash. The Series 233 and Series 234 Temporary Notes will be callable August 5, 2010 at par. The Series 236 Temporary Notes will be callable June 5, 2010 at par.

The Series 799 General Obligation Bonds will mature serially over 10 years with principal maturities structured to produce level annual payments of principal and interest. The Series 799 Bonds are payable from Citywide ad valorem taxes and are callable beginning in 2015 with a 1% call premium that declines by .50% annually.

The Series 800 Special Assessment Bonds will mature serially over 15 years with principal maturities structured to produce level annual payments of principal and interest. The Series 800 Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 800 Special Assessment Bonds will be callable beginning in 2017 with a 1% call premium that declines annually by .50%.

The Series 800A Special Assessment Bonds will mature serially over 20 years with principal maturities structured to produce level annual payments of principal and interest. The Series 800B Taxable Special Assessment Bonds will mature serially over 15 and 20 years with principal maturities structured to produce level annual payments of principal and interest for each term. The Series 800A and 800B Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 800A and 800B Special Assessment Bonds will be callable beginning in 2020 with a 1% call premium that declines annually by .50%.

**Goal Impact:** This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements and offering the City’s debt obligations through competitive sale. The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds or pay-as-you-go financing. The special assessment bonds are being issued on a reimbursement basis to finance project costs previously incurred.

**Legal Considerations:** The Law Department has approved the Resolution authorizing the sale of the bonds and notes and directing the publication and distribution of the Notice of Sale (prepared by the City’s Bond Counsel).

**Recommendation/Action:** It is recommended the City Council adopt the resolution: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form “deemed final” for the purpose of the Securities Exchange Commission’s Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; and, 4) authorizing publication of the Notice of Sale.

Page Two  
January 12, 2010  
General Obligation Bond and Note Sale  
**Attachments:** Sales Resolution  
Official Notice of Sale

## **RESOLUTION NO. 10-011**

**A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 233 (TAXABLE UNDER FEDERAL LAW), SERIES 234 AND SERIES 236, AND GENERAL OBLIGATION BONDS, SERIES 799, SERIES 800, SERIES 800A AND SERIES 800B (TAXABLE UNDER FEDERAL LAW); AND PROVIDING FOR THE GIVING OF NOTICE OF THE PUBLIC SALE.**

**WHEREAS**, the Governing Body of the City of Wichita, Kansas (the “City”), has heretofore by various duly held proceedings, authorized the making of certain capital improvements in the City, and made provision for expenditures and funding sources therefore, and provided in said proceedings for the financing of the costs of said capital improvements by the issuance of general obligation bonds of the City; and

**WHEREAS**, the City is empowered by the provisions of K.S.A. 10-123, as amended and supplemented, to issue its temporary notes to pay the costs of capital improvements which are to be paid for in whole or in part by the issuance of bonds, and may issue renewal temporary notes to pay for the cost of taking up any previously issued temporary notes as they mature when all aspects of the capital improvements will not be completed at the maturity date of the notes or when the capital improvements are completed but the issuance of bonds therefor is prevented, hindered or delayed; and

**WHEREAS**, the Governing Body has authorized and issued its General Obligation Improvement Temporary Notes, Series 228, dated April 9, 2009, which mature April 8, 2010 (the “Series 228 Notes”), and its General Obligation Renewal and Improvement Temporary Notes, Series 232, dated August 20, 2009 (the “Series 232 Notes”), which mature August 19, 2010, and its General Obligation Renewal and Improvement Temporary Notes, Series 231 (Taxable Under Federal Law), dated August 20, 2009, which mature August 19, 2010 (the “Series 231 Notes”); and

**WHEREAS**, the Governing Body has further authorized or provided for the making of certain additional capital improvements in the City and hereby finds and determines that it is necessary at this time to provide temporary financing for the costs in connection with refinancing a portion of the Series 228 Notes, the Series 231 Notes and the Series 232 Notes and financing such additional capital improvements by the issuance of temporary notes in three series of notes, a taxable series in an aggregate principal amount of approximately \$5,265,000, one tax-exempt series in an aggregate principal amount of approximately \$70,820,000 and second tax-exempt series in an aggregate principal amount of approximately \$7,705,000 and;

**WHEREAS**, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable over a period of 10 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide tax-exempt financing for

the costs in connection with such capital improvements in an aggregate principal amount of approximately \$23,525,000; and

**WHEREAS**, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City which benefit specific properties, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from the collection of special assessment taxes levied against real properties benefited by said capital improvements over a period of 15 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide tax-exempt financing for the costs in connection with such capital improvements in an aggregate principal amount of approximately \$10,950,000; and

**WHEREAS**, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City which benefit specific properties, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from the collection of special assessment taxes levied against real properties benefited by said capital improvements over a period of 20 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide tax-exempt financing for the costs in connection with such capital improvements in an aggregate principal amount of approximately \$13,175,000; and

**WHEREAS**, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City which benefit specific properties, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from the collection of special assessment taxes levied against real properties benefited by said capital improvements over a period of 15 and 20 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide taxable financing for the costs in connection with such capital improvements in an aggregate principal amount of approximately \$1,630,000; and

**WHEREAS**, the City is empowered by the provisions of K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue, sell and deliver its general obligation bonds, and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount therefore exceeds \$2,000,000; and

**WHEREAS**, the Governing Body hereby finds and determines it to be necessary at this time to authorize and provide for the public sale of the City's general obligation renewal and improvement temporary notes and general obligation bonds for the aforesaid purposes.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1.** It is hereby found and determined to be necessary and it is hereby authorized, ordered and directed that the hereinafter described general obligation renewal and improvement temporary notes (the "Notes") and the hereinafter described general obligation bonds (the "Bonds"), of the City shall be sold at public sale on Tuesday, February 2, 2010, or at such other date approved by the Mayor that is the date of a City Council meeting. Bids for the purchase of

the Notes and the Bonds shall be accepted through the *PARITY* Electronic Bid Submission System until 10:00 a.m., Central Time, and will at such time be read aloud and tabulated by the City staff. The bids will be considered and the Notes and the Bonds will be awarded to the respective best bidders by the Governing Body at their earliest convenience following the deadline for receipt of the bids.

The Notes to be so sold shall be dated as of the date of their public sale, will be authorized by and issued pursuant to an ordinance to be adopted by the Governing Body immediately after the awarding of the Notes to the best bidder on the aforesaid sale date, and will be issued in the manner provided by K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended and supplemented. The Notes to be so sold shall be designated as General Obligation Renewal and Improvement Temporary Notes (Taxable Under Federal Law), Series 233, which shall be issued in the principal amount of approximately \$5,265,000, General Obligation Renewal and Improvement Temporary Notes, Series 234, which shall be issued in the principal amount of approximately \$70,820,000 and General Obligation Renewal and Improvement Temporary Notes, Series 236, which shall be issued in the principal amount of approximately \$7,705,000.

The Bonds to be so sold shall be dated March 1, 2010, will be authorized by and issued pursuant to ordinances to be adopted by the Governing Body immediately after the awarding of the Bonds to the best bidders on the aforesaid sale date, and will be issued in the manner provided by K.S.A. 10-101 *et seq.*, as amended and supplemented. The Bonds to be so sold shall be designated as General Obligation Bonds, Series 799, which shall be issued in the principal amount of approximately \$23,525,000; General Obligation Bonds, Series 800, which shall be issued in the principal amount of approximately \$10,950,000; General Obligation Bonds, Series 800A, which shall be issued in the principal amount of approximately \$13,175,000; and General Obligation Bonds, Series 800B (Taxable Under Federal Law), which shall be issued in the principal amount of approximately \$1,630,000.

**Section 2.** It is hereby further found and determined to be necessary, and it is hereby further authorized, ordered and directed, that a Summary Notice of Bond Sale containing various recitals required by law and in such final form as shall be prepared by Kutak Rock LLP, the City's Bond Counsel ("Bond Counsel"), and approved by City staff, shall be published one time as required by law on a date which is at least six (6) but not more than thirty (30) days prior to the date of the public sale, in a newspaper of general circulation in Sedgwick County, Kansas, and in *The Kansas Register*, the official newspaper of the State of Kansas.

**Section 3.** It is hereby further found and determined to be necessary, and it is hereby further authorized, ordered and directed, that copies of the City's Official Notice of Sale, containing various recitals required by law and in such final form as shall be prepared by Bond Counsel and approved by City staff together with the City's Preliminary Official Statement dated January 12, 2010, shall be made available to prospective bidders for the Notes and Bonds. Said Preliminary Official Statement as prepared by Bond Counsel and City staff is hereby approved by the Governing Body, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel, and the Governing Body hereby finds and determines that such Preliminary Official Statement is in a form "deemed final" for the purpose of the

Securities Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement.

**Section 4.** City Staff, in consultation with Bond Counsel, are hereby authorized to take such further action reasonably required to implement this Resolution, including, but not limited to, providing notice of outstanding notes being redeemed and paid prior to their maturity with the proceeds of the Notes and Bonds.

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**ADOPTED AND APPROVED** by the Governing Body of the City of Wichita, Kansas,  
on January 12, 2010.

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA, KANSAS  
OFFICIAL NOTICE OF SALE**

**\$23,525,000\* GENERAL OBLIGATION BONDS, SERIES 799**

**\$10,950,000\* GENERAL OBLIGATION BONDS, SERIES 800**

**\$13,175,000\* GENERAL OBLIGATION BONDS, SERIES 800A**

**\$1,630,000\* GENERAL OBLIGATION BONDS, SERIES 800B  
(TAXABLE UNDER FEDERAL LAW)**

**\$5,265,000\* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT  
TEMPORARY NOTES, SERIES 233  
(TAXABLE UNDER FEDERAL LAW)**

**\$70,820,000\* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT  
TEMPORARY NOTES, SERIES 234**

**\$7,705,000\* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT  
TEMPORARY NOTES, SERIES 236**

*(General Obligation Bonds and Notes Payable from Unlimited Ad Valorem Taxes)*

**Date, Time and Place of Receiving Bids**

Bids will be received by the Director of Finance on behalf of the Governing Body of the City of Wichita, Kansas (the "City"), via *PARITY* electronic bid submission system ("*PARITY*"), until 10:00 a.m., Central Time, on: **TUESDAY, FEBRUARY 2, 2010** (the "Sale Date"), for the purchase of \$23,525,000\* principal amount of General Obligation Bonds, Series 799 (the "Series 799 Bonds"); \$10,950,000\* principal amount of General Obligation Bonds, Series 800 (the "Series 800 Bonds"); \$13,175,000\* principal amount of General Obligation Bonds, Series 800A (the "Series 800A Bonds"); \$1,630,000\* principal amount of General Obligation Bonds, Series 800B (Taxable Under Federal Law) (the "Series 800B Bonds"); \$5,265,000\* General Obligation Renewal and Improvement Temporary Notes, Series 233 (Taxable Under Federal Law) (the "Series 233 Notes"); \$70,820,000\* principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 234 (the "Series 234 Notes"); and \$7,705,000\* principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 236 (the "Series 236 Notes").

All bids shall be publicly read and tabulated on the date and at the time above indicated and all bids and the tabulations thereof shall thereafter be presented to the Governing Body of the City at their earliest convenience in the Council Chamber at City Hall. The Series 799 Bonds, the Series 800 Bonds, the Series 800A Bonds and the Series 800B Bonds are herein collectively referred to as the "Bonds." The Series 233 Notes, the Series 234 Notes and the Series 236 Notes are herein collectively referred to as the "Notes." The Governing Body will thereupon award each series of the Bonds and each series of the Notes to the respective best bidders.

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\*Subject to change.

Each series of Bonds and Notes shall be sold separately, and bidders may bid on any series of Bonds or Notes. No oral or auction bid for any series of Bonds or Notes shall be considered, and no bid for less than the entire principal amount of the applicable series of Bonds or Notes shall be considered.

## **Description of Bonds**

**Series 799 Bonds.** The Series 799 Bonds shall be issued in the aggregate principal amount of \$23,525,000,\* shall bear a Dated Date of March 1, 2010, shall be issued in book-entry-only form, and individual purchases may be made in denominations of \$5,000 or integral multiples thereof. The Series 799 Bonds shall mature serially on June 1 in the years and principal amounts as follows:

### **Maturity Schedule - Series 799 Bonds**

<b>Maturing <u>June 1</u></b>	<b>Principal <u>Amount</u>*</b>	<b>Maturing <u>June 1</u></b>	<b>Principal <u>Amount</u>*</b>
2011	\$2,005,000	2016	\$2,380,000
2012	2,075,000	2017	2,465,000
2013	2,150,000	2018	2,550,000
2014	2,225,000	2019	2,640,000
2015	2,300,000	2020	2,735,000

The Series 799 Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2010.

**Series 800 Bonds.** The Series 800 Bonds shall be issued in the aggregate principal amount of \$10,950,000,\* shall bear a Dated Date of March 1, 2010, shall be issued in book-entry-only form, and individual purchases may be made in denominations of \$5,000 or integral multiples thereof. The Series 800 Bonds shall mature serially on June 1 in the years and principal amounts as follows:

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\*Subject to change.

### Maturity Schedule - Series 800 Bonds

<b>Maturing <u>June 1</u></b>	<b>Principal <u>Amount</u><sup>*</sup></b>	<b>Maturing <u>June 1</u></b>	<b>Principal <u>Amount</u><sup>*</sup></b>
2011	\$565,000	2019	\$740,000
2012	585,000	2020	775,000
2013	610,000	2021	800,000
2014	630,000	2022	830,000
2015	650,000	2023	860,000
2016	675,000	2024	890,000
2017	700,000	2025	920,000
2018	720,000		

The Series 800 Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2010.

**Series 800A Bonds.** The Series 800A Bonds shall be issued in the aggregate principal amount of \$13,175,000,<sup>\*</sup> shall bear a Dated Date of March 1, 2010, shall be issued in book-entry-only form, and individual purchases may be made in denominations of \$5,000 or integral multiples thereof. The Series 800A Bonds shall mature serially on June 1 in the years and principal amounts as follows:

### Maturity Schedule - Series 800A Bonds

<b>Maturing <u>June 1</u></b>	<b>Principal <u>Amount</u><sup>*</sup></b>	<b>Maturing <u>June 1</u></b>	<b>Principal <u>Amount</u><sup>*</sup></b>
2011	\$440,000	2021	\$655,000
2012	460,000	2022	680,000
2013	480,000	2023	710,000
2014	500,000	2024	735,000
2015	520,000	2025	765,000
2016	540,000	2026	800,000
2017	560,000	2027	830,000
2018	580,000	2028	860,000
2019	605,000	2029	895,000
2020	630,000	2030	930,000

The Series 800A Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2010.

**Series 800B Bonds.** The Series 800B Bonds shall be issued in the aggregate principal amount of \$1,630,000,<sup>\*</sup> shall bear a Dated Date of March 1, 2010, shall be issued in book-entry-only form, and individual purchases may be made in denominations of \$5,000 or integral

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<sup>\*</sup>Subject to change.

multiples thereof. The Series 800B Bonds shall mature serially on June 1 in the years and principal amounts as follows:

**Maturity Schedule - Series 800B Bonds (Taxable Under Federal Law)**

<b>Maturing <u>June 1</u></b>	<b>Principal <u>Amount</u>*</b>	<b>Maturing <u>June 1</u></b>	<b>Principal <u>Amount</u>*</b>
2011	\$55,000	2021	\$100,000
2012	60,000	2022	105,000
2013	60,000	2023	110,000
2014	65,000	2024	115,000
2015	70,000	2025	125,000
2016	75,000	2026	65,000
2017	75,000	2027	70,000
2018	80,000	2028	70,000
2019	85,000	2029	75,000
2020	90,000	2030	80,000

The Series 800B Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2010.

**Principal Amounts Subject to Change.** The City reserves the right to increase or decrease the total principal amount of any series of Bonds and the principal amount of any maturity in order to properly size a Bond issue including adjustments based on net bond proceeds received by the City as a result of any premium bid. Adjustments, if required, will be made proportionately to each maturity as permitted by the authorized denominations of such series of Bonds. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of a series of Bonds as described. If there is an adjustment in the final aggregate principal amount of a series of Bonds or the schedule of principal payments as described above, any premium bid on such series of Bonds will be proportionately adjusted. At the request of the City, each successful bidder agrees to resize the Bond issue, adjust the premium and provide a revised maturity schedule to the City promptly after receipt of notification of such a request by the City.

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\*Subject to change.

## Redemption of Bonds

**Series 799 Bonds.** The Series 799 Bonds maturing in the years 2011 through 2015, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Series 799 Bonds maturing June 1, 2016, and thereafter, may be called for redemption and payment prior to their respective maturities on and after June 1, 2015, in whole or in part at any time. Series 799 Bonds called for redemption and payment shall be redeemed at a price (expressed as a percentage of the principal amount) as follows, plus accrued interest to the date established for redemption and payment:

<u>Redemption Dates</u> <u>(Inclusive)</u>	<u>Redemption</u> <u>Prices</u>
June 1, 2015, through May 31, 2016	101.00%
June 1, 2016, through May 31, 2017	100.50%
June 1, 2017, and thereafter	100.00%

**Series 800 Bonds.** The Series 800 Bonds maturing in the years 2011 through 2017, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Series 800 Bonds maturing June 1, 2018, and thereafter, may be called for redemption and payment prior to their respective maturities on and after June 1, 2017, in whole or in part at any time. Series 800 Bonds called for redemption and payment shall be redeemed at a price (expressed as a percentage of the principal amount) as follows, plus accrued interest to the date established for redemption and payment:

<u>Redemption Dates</u> <u>(Inclusive)</u>	<u>Redemption</u> <u>Prices</u>
June 1, 2017, through May 31, 2018	101.00%
June 1, 2018, through May 31, 2019	100.50%
June 1, 2019, and thereafter	100.00%

**Series 800A Bonds.** The Series 800A Bonds maturing in the years 2011 through 2020, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Series 800A Bonds maturing June 1, 2021, and thereafter, may be called for redemption and payment prior to their respective maturities on and after June 1, 2020, in whole or in part at any time. Series 800A Bonds called for redemption and payment shall be redeemed at a price (expressed as a percentage of the principal amount) as follows, plus accrued interest to the date established for redemption and payment:

<u>Redemption Dates</u> <u>(Inclusive)</u>	<u>Redemption</u> <u>Prices</u>
June 1, 2020, through May 31, 2021	101.00%
June 1, 2021, through May 31, 2022	100.50%
June 1, 2022, and thereafter	100.00%

**Series 800B Bonds.** The Series 800B Bonds maturing in the years 2011 through 2020, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Series 800B Bonds maturing June 1, 2021, and thereafter, may be called for redemption and payment prior to their respective maturities on and after June 1, 2020, in whole or in part at any time. Series 800B Bonds called for redemption and payment shall be redeemed at a price (expressed as a percentage of the principal amount) as follows, plus accrued interest to the date established for redemption and payment:

<u>Redemption Dates</u> <u>(Inclusive)</u>	<u>Redemption</u> <u>Prices</u>
June 1, 2020, through May 31, 2021	101.00%
June 1, 2021, through May 31, 2022	100.50%
June 1, 2022, and thereafter	100.00%

**General Redemption Provisions.** If less than all of a series of outstanding Bonds are called for redemption on a specified date, the method of selection of the Bonds to be called shall be designated by the City in such equitable manner as it may determine. In the case of Bonds registered in denominations greater than \$5,000, the City shall treat each \$5,000 of face value as though it were a separate Bond in the denomination of \$5,000.

Written notice of any call for redemption and payment of the Bonds shall be given by the Paying Agent by United States first class mail, not less than 30 days prior to the date established for such redemption and payment, to the Registered Owners of the Bonds called for redemption and payment as shown by the Registration Books maintained by the Bond Registrar.

### **Paying Agent and Bond Registrar**

The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as Paying Agent and Bond Registrar for the Bonds (hereinafter called the “Paying Agent”). The fees of the Paying Agent for the registration, transfer, exchange, payment and redemption, if any, of the Bonds shall be paid by the City. The City shall also pay for the printing of a reasonable supply of blank registered bond certificates for such purpose. Any additional costs or fees that might be incurred in the secondary market, except the fees of the Paying Agent, shall be the responsibility of the Registered Owners of the Bonds.

### **Payment of Principal and Interest on Bonds; Ownership Registration**

One certificate representing the entire principal amount of each maturity of each series of the Bonds will be issued to The Depository Trust Company, New York, New York (hereafter called “DTC”), registered in the name of Cede & Co. (DTC’s nominee), and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Bonds in the permitted \$5,000 denominations, with transfers of ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Bonds will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Bonds. DTC’s practice is to credit Direct Participants’ accounts on the payable date. Payments by Direct Participants to

Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Bonds.

### **Description of Notes**

**Series 233 Notes.** The General Obligation Renewal and Improvement Temporary Notes, Series 233 (Taxable Under Federal Law), shall be issued in the principal amount of \$5,265,000,\* shall bear a Dated Date of March 4, 2010, and a Maturity Date of March 3, 2011, shall be issued in book-entry-only form, and individual purchases may be made in denominations of \$5,000 or integral multiples thereof. The Series 233 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Series 233 Notes, and said interest shall be payable on the Maturity Date.

**Series 234 Notes.** The General Obligation Renewal and Improvement Temporary Notes, Series 234, shall be issued in the principal amount of \$70,820,000,\* shall bear a Dated Date of March 4, 2010, and a Maturity Date of March 3, 2011, shall be issued in book-entry-only form, and individual purchases may be made in denominations of \$5,000 or integral multiples thereof. The Series 234 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Series 234 Notes, and said interest shall be payable on the Maturity Date.

**Series 236 Notes.** The General Obligation Renewal and Improvement Temporary Notes, Series 236, shall be issued in the principal amount of \$7,705,000,\* shall bear a Dated Date of March 4, 2010, and a Maturity Date of March 3, 2011, shall be issued in book-entry-only form, and individual purchases may be made in denominations of \$5,000 or integral multiples thereof. The Series 236 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Series 236 Notes, and said interest shall be payable on the Maturity Date.

**Principal Amounts Subject to Change.** The City reserves the right to increase or decrease the total principal amount of either series of Notes based on net note proceeds received by the City in order to properly size a Note issue including adjustment resulting from any premium bid. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of a series of Notes as described. If there is an adjustment in the final aggregate principal amount of a series of Notes or the schedule of principal payments as described above, any premium bid on such series of Notes will be proportionately adjusted.

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\* Subject to change.

## **Redemption of Notes**

**Series 233 and Series 234 Notes.** The Series 233 Notes and the Series 234 Notes may each be called for redemption and payment prior to their respective maturities on and after August 5, 2010, in whole or in part at anytime. Notes called for redemption and payment shall be redeemed at a price of 100% of the principal amount thereof, plus accrued interest to the date established for redemption and payment.

**Series 236 Notes.** The Series 236 Notes may be called for redemption and payment prior to their respective maturities on and after June 5, 2010, in whole or in part at anytime. Notes called for redemption and payment shall be redeemed at a price of 100% of the principal amount thereof, plus accrued interest to the date established for redemption and payment.

**General Redemption Provisions.** If less than all of a series of outstanding Notes are called for redemption on a specified date, the method of selection of the Notes to be called shall be designated by the City in such equitable manner as it may determine. In the case of Notes registered in denominations greater than \$5,000, the City shall treat each \$5,000 of face value as though it were a separate Note in the denomination of \$5,000.

Written notice of any call for redemption and payment of the Notes shall be given by the Paying Agent by United States first class mail, not less than 30 days prior to the date established for such redemption and payment, to the Registered Owners of the Notes called for redemption and payment as shown by the Registration Books maintained by the Bond Registrar.

## **Payment of Principal and Interest on Notes; Ownership Registration**

One certificate representing the entire principal amount of each series of the Notes will be issued to The Depository Trust Company, New York, New York (hereafter called “DTC”), registered in the name of Cede & Co. (DTC’s partnership nominee,) and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Notes in the hereinbefore stated permitted denominations, with transfers of ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Notes will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Notes. DTC’s practice is to credit Direct Participants’ accounts on the payable date. Payments by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Notes.

## **Paying Agent and Note Registrar**

The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as Paying Agent and Note Registrar for the Notes (hereinafter called the “Paying Agent”). The fees of the Paying Agent for the registration, transfer, exchange, payment and redemption, if any, of the

Notes shall be paid by the City. The City shall also pay for the printing of a reasonable supply of blank registered note certificates for such purpose. Any additional costs or fees that might be incurred in the secondary market, except the fees of the Paying Agent, shall be the responsibility of the Registered Owners of the Notes.

### **Conditions of Bidding**

Individual proposals for the purchase of each series of Bonds and/or Notes shall be received bearing such rate or rates of interest as may be specified by the bidder, subject to the conditions of this paragraph. Only a single rate of interest for each series of the Notes may be specified by the bidder. The same rate of interest shall apply to all Bonds of the same series having the same maturity date. Each interest rate specified shall be in an even multiple of 1/8th or 1/20th of 1%. *No interest rate specified for a maturity for a series of Bonds may be less than the interest rate specified for any prior maturity for such series of Bonds unless the interest rate bid for any maturity is not more than 1% lower than the highest interest rate specified for any preceding maturity for such series of Bonds.* The maximum stated rate of interest on any Series 800B Bond or the Series 233 Notes shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 6%. The maximum stated rate of interest on any Series 799 Bond, any Series 800 Bond, any Series 800A Bond, the Series 234 Notes or the Series 236 Notes shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 5%. No bid for less than par value, plus accrued interest thereon from the Dated Date to the date of delivery, shall be considered, and no supplemental interest payments shall be authorized. Each bid must state (i) the total interest cost to the City during the life of the applicable series of Bonds or Notes on the basis of the bid, (ii) the premium, if any, offered by the bidder, (iii) the net interest cost to the City on the basis of the bid, and (iv) the true interest cost (as hereinafter defined) on the basis of such bid. Each bid shall be certified by the bidder to be correct, and the Governing Body of the City shall be entitled to rely on such certificate of correctness.

### **Form and Submission of Bid; Good Faith Deposit**

Bids must be submitted through the *PARITY* Electronic Bid Submission System (“*PARITY*”). To the extent any instructions or directions set forth in *PARITY* conflict with the Official Notice of Sale, the terms of the Official Notice of Sale shall control. All bids must be received by the undersigned prior to 10:00 a.m., Central Time (the “Submittal Hour”) on February 2, 2010 (the “Sale Date”), accompanied by the applicable good faith deposit described below, which may be submitted separately, provided such good faith deposit is received by the City prior to the Submittal Hour on the Sale Date. The City shall not be responsible for any failure, misdirection or error in the means of transmission via *PARITY*. Bids submitted in accordance with this section and accepted by the City as provided below shall be binding obligations of the bidders. For further information about the electronic bidding services of *PARITY*, potential bidders may contact Ipreo, 1359 Broadway, 2<sup>nd</sup> Floor, New York, NY 10010, (212) 849-5021.

## **Good Faith Deposit**

Each bid for the Bonds shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the series of Bonds for which the bid is submitted (\$470,500 for the Series 799 Bonds, \$219,000 for the Series 800 Bonds, \$263,500 for the Series 800A Bonds and \$32,600 for the Series 800B Bonds), and each bid for the Notes shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the series of Notes for which the bid is submitted (\$105,300 for the Series 233 Notes, \$1,416,400 for the Series 234 Notes and \$154,100 for the Series 236 Notes). The good faith deposit must be in the form of (1) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City, or (2) a Financial Surety Bond (as described below) payable to the order of the City. If a bid is accepted, such good faith deposit shall be deposited by the City until the bidder shall have complied with all of the terms and conditions of this Notice and of its bid. In the event a bidder whose bid is accepted shall default in the performance of any of the terms and conditions of this Notice or of its bid, said bidder's good faith deposit shall be retained by the City for liquidated damages. If a bid is accepted, but the City shall fail to deliver the applicable Bonds or Notes to the bidder in accordance with the terms and conditions hereof, said good faith deposit amount shall be returned to the bidder. No interest shall be paid upon the successful bidder's good faith deposit. Checks representing the good faith deposit accompanying the bids of the unsuccessful bidders shall be promptly returned.

**Financial Surety Bond.** If a Financial Surety Bond is used for the good faith deposit, it must be from Financial Security Assurance of Maryland Inc., New York, New York, an insurance company licensed to issue such surety bond in the State of Kansas and approved by the City. Such surety bond must be submitted to the Director of Finance prior to the time that bids for the purchase of the Bonds and Notes will be received. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If a series of Bonds or Notes is awarded to a bidder using a Financial Surety Bond, then that bidder is required to submit its good faith deposit to the City in the form of a certified or cashier's check or wire transfer as instructed by the Director of Finance not later than 2:00 p.m., Central Time, on the next business day following the award of the applicable series of Bonds or Notes. If such check or wire transfer is not received by that time, the Financial Surety Bond will be drawn by the City to satisfy the good faith deposit requirement.

## **Awarding of Bonds and Notes**

Each series of Bonds and Notes will be sold separately and each will be awarded to the responsible bidder offering to pay not less than the par amount of applicable series of Bonds or Notes and accrued interest thereon and specifying a rate or rates of interest that result in the lowest effective interest rate to the City. The effective interest rate to the City shall be the interest rate per annum determined on a per annum true interest cost ("TIC") basis by discounting the scheduled semiannual debt service payments of the City on the applicable series of Bonds or Notes (based on such rate or rates of interest so bid), to the Dated Date of such Bonds or Notes (based on a 360-day year), compounded semiannually and to the bid price, excluding accrued interest to the date of delivery. The City reserves the right to verify each bidder's calculation of TIC, and the award shall be made to the bidder whose proposal results in the lowest TIC calculated in accordance with the provisions of this Notice. If two or more

identical bids for the lowest TIC are received, the Governing Body shall determine which bid, if any, shall be accepted, and such determination shall be final. The Governing Body reserves the right to reject any and/or all bids, and to waive any irregularities in any bid submitted.

## **Ratings**

The City's outstanding general obligation bonds issued since 1975 have been rated by Moody's Investors Service, Inc. ("Moody's") and by Standard & Poor's, a division of the McGraw-Hill Companies ("S&P"). The most recent ratings given to the City's general obligation bonds (dated August 1, 2009) by such rating agencies were "Aa2" and "AA+", respectively. The City's most recently issued general obligation notes (dated August 20, 2009) were rated "*MIG 1*" by Moody's and "SP-1+" by S&P. The City has applied to both Moody's and S&P for ratings on the Bonds and Notes described herein.

## **Bond Insurance**

The City has not applied for any policy of municipal bond insurance with respect to the Bonds or Notes and will not pay the premium in connection with any policy of municipal bond insurance desired by the successful bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of the Bonds or Notes, such intent must be specified on the bid and the bid must be accompanied by a commitment from the selected insurer specifying all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. Such commitment shall be delivered to the office of the Department of Finance, located on the Twelfth Floor of City Hall, 455 North Main, Wichita, Kansas 67202-1679. The Governing Body specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest true interest cost to the City.

## **CUSIP Identification Numbers**

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds and Notes, and such numbers shall be printed on the Bonds and Notes; however, neither the failure to assign any such number to or print any such number on any Bond or Note, nor any error with respect thereto, shall constitute cause for the failure or refusal by the successful bidder to accept delivery of and to make payment for the Bonds or Notes in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

## **Delivery of and Payment for Bonds**

A single Bond per maturity, duly printed or typewritten, executed and registered in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder of each series of Bonds on or about March 4, 2010, by deposit of such Bonds with DTC. Payment for each series of Bonds shall be received by 12:00 noon, Central Time, on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder(s) shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the applicable series of Bonds, and the usual closing proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of such series of Bonds affecting their validity and also regarding the completeness and accuracy of the Official Statement.

### **Delivery of and Payment for Notes**

A single Note, duly printed or typewritten, executed, registered and countersigned in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder(s) of each series of Notes on or about March 4, 2010, by deposit of such Notes with DTC. Payment for each series of Notes shall be received by 12:00 noon, Central Time, on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder(s) shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the applicable series of Notes, and the usual closing proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of such series of Notes affecting their validity and also regarding the completeness and accuracy of the Official Statement.

### **Official Statement**

The Governing Body of the City has authorized and directed the preparation of a Preliminary Official Statement in connection with the issuance of the Bonds and Notes, copies of which may be obtained from the City's Department of Finance. The Preliminary Official Statement is in a form "deemed final" by the Governing Body for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in the final Official Statement. Authorization is hereby given to redistribute this Official Notice of Sale and the Preliminary Official Statement, but this entire Official Notice of Sale and the entire Preliminary Official Statement, and not portions thereof, must be redistributed.

By awarding the Bonds or Notes to any bidder or bidding syndicate submitting a proposal therefor, the Governing Body agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which such Bonds or Notes are awarded, a reasonable number of copies of the final Official Statement. The City designates the senior managing underwriter of any syndicate to which such Bonds or Notes are awarded as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder delivering a proposal with respect to the Bonds or Notes agrees thereby that if such proposal is accepted (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all participating underwriters of the applicable series of Bonds or Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Copies of the final Official Statement in excess of a reasonable number may be ordered by the successful bidder at its expense.

## **Continuing Disclosure**

The City will agree in the resolution of the City prescribing the terms of the Bonds and Notes to enter into an undertaking (the "Undertaking") for the benefit of the holders of the applicable series of Bonds and Notes to send to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under Securities and Exchange Commission Rule 15c2-12 (the "Rule"), certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule.

## **Authority, Purpose and Security**

The Bonds and Notes shall be issued under the authority of and pursuant to the provisions of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically, with reference to the Notes, K.S.A. 10-123, as amended and supplemented. The Bonds and Notes shall be authorized by Ordinances to be adopted by the Governing Body. The Bonds and Notes and the interest thereon shall constitute general obligations of the City, and the full faith, credit and resources of the City will be pledged by the aforesaid Ordinances to the payment thereof. Reference is made to the City's Official Statement for a more extensive discussion of security for the Bonds and Notes.

## **Legal Opinion**

All matters relating to the authorization and issuance of the Bonds and the Notes are subject to the approving opinion of Kutak Rock LLP, Kansas City, Missouri, Bond Counsel. Bond Counsel's opinion shall be furnished without expense to the successful bidder(s) concurrently with delivery of the Bonds and the Notes. All fees and expenses of Bond Counsel shall be paid by the City.

## **Tax Exemption**

**Exemption from State Tax.** The interest on the Bonds and the Notes is excludable from the computation of Kansas adjusted gross income and the Bonds and the Notes are exempt from the tax imposed by Kansas counties, cities or townships upon the gross earnings derived from money, notes and other evidence of debt.

**Exemption from Federal Tax – Series 799, 800 and 800A Bonds and Series 234 and 236 Notes.** In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 799 Bonds, the Series 800 Bonds, the Series 800A Bonds, the Series 234 Notes and the Series 236 Notes (collectively, the "Obligations") is excluded from gross income for federal income tax purposes. Bond Counsel is further of the opinion that interest on the Obligations is not a specific preference item for purposes of the federal alternative minimum tax and is not included in adjusted current earnings when calculating the federal alternative minimum taxable income for corporations. The opinion described in the preceding sentence assumes compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Obligations. Failure to comply with such requirements could cause interest on the applicable

series of Obligations to be included in gross income for federal income tax purposes retroactive to the date of issuance of such Obligations, as applicable. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Obligations.

The accrual or receipt of interest on the Obligations may otherwise affect the federal income tax liability of the owners of the Obligations. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Obligations, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the applicable series of Obligations.

**Not Exempt from Federal Tax – Series 800B Bonds and Series 233 Notes.** In the opinion of Kutak Rock, LLP, Bond Counsel, interest on the Series 800B Bonds and the Series 233 Notes is subject to federal income taxation, and Bond Counsel expresses no opinion regarding other federal tax consequences arising with respect to the Series 800B Bonds and the Series 233 Notes.

**Not Bank-Qualified Obligations.** The City has not designated the Bonds or the Notes as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

**Backup Withholding.** As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Obligations is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made after March 31, 2007, to any bond or note holder who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Obligations from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

### **Original Purchaser's Certificate**

Bond Counsel will prepare and furnish for execution to the successful bidder for each series of Bonds and Notes, an Original Purchaser's Certificate which states that such Original Purchaser reasonably expects at least 10% of each maturity for such Bonds or Notes to be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial reoffering prices to the public as shall be provided by the Original Purchaser thereof.

## **Assessed Valuation; Bonded Indebtedness**

The City's equalized assessed tangible valuation for computation of bonded debt limitations is \$3,547,637,000. The total outstanding general obligation bonded indebtedness of the City as of March 1, 2010, including the Bonds and Notes is \$716,545,862. The City's Series 228 Notes, outstanding in the principal amount of \$59,060,000, and \$46,465,000 principal amount of the Series 232 Notes (currently outstanding in the principal amount of \$46,705,000), will be retired on March 4, 2010, from a portion of the proceeds of the Bonds, the Series 234 Notes, the Series 236 Notes and other available funds of the City. The City's Series 231 Notes, outstanding in the principal amount of \$12,050,000 will be retired on March 4, 2010, from the proceeds of the Series 233 Notes and other available funds of the City.

## **Additional Information**

Additional information regarding the Bonds and Notes may be obtained from the Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679 (Ms. Catherine Gilley, Debt Coordinator, Telephone 316/268-4143, E-mail: [cgilley@wichita.gov](mailto:cgilley@wichita.gov)). To obtain a Preliminary Official Statement visit [www.onlinemuni.com](http://www.onlinemuni.com).

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**BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS, ON JANUARY 12, 2010.**

By: /s/ Carl Brewer, Mayor  
Carl Brewer, Mayor

(Seal)

ATTEST:

By: /s/ Karen Sublett, City Clerk  
Karen Sublett, City Clerk



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**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

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**TO:** Karen Sublett, City Clerk  
**FROM:** Gary E. Rebenstorf, Director of Law  
**SUBJECT:** Report on Claims for December 2009  
**DATE:** January 4, 2010

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The following claims were approved by the Law Department during the month of December 2009.

Bogan, Kimberly	\$5.00
H2Corporate Office, LLC	\$1,230.78**
Jess, David	\$81.88
Laing, Jeff	\$808.53
Larson, Brad	\$1,480.00
Mendoza, Julio	\$1,928.58
Mies Construction	\$983.69
Schnedler, Linda	\$567.72**
Stough, David	\$1,054.02
Williams, Christine	\$650.00

\*City Manager Approval

\*\* Settled for lesser amount than claimed

cc: Robert Layton, City Manager  
Kelly Carpenter, Director of Finance

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
DECEMBER 2009**

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE			CONTRACT DATES	REMAINING
Abstract, Title Insurance & Other Related Services	12/31/2010	First American Title Kansas Agency, Inc.	City Manager's Office	1/6/2009 - 12/31/2009	1 - 1 year option
Anhydrous Ammonia, Bulk Delivery	12/31/2010	Airgas Specialty Products Inc.	Water Utilities	1/2/2009 - 12/31/2009	1 - 1 year option
Asphalt, Hot and Cold Mix	12/31/2010	Cornejo & Sons Inc.	Various	1/6/2009 - 12/31/2009	1 - 1 year option
City Maps	12/31/2010	Kansas Blue Print Co., Inc.	Various	1/1/2003 - 12/31/2003	Annual basis
COBRA Administrator for 2008	12/31/2010	Beyond Benefits Inc.	Finance	1/15/2008 - 12/31/2008	2 - 1 year options
Dental Care, Vision, Basic Life Benefits - part of FP800064	12/31/2010	Delta Dental of Kansas, Inc., VSP (Vision Service Plan), The Minnesota Mutual Life Insurance Company	Finance	1/1/2009 - 12/31/2009	1 - 1 year option
Diamond Saw Blades	12/31/2010	National Diamond Inc.	Public Works	1/1/2009 - 12/31/2009	1 - 1 year option
Domestic Violence Service	12/31/2010	Kansas Legal Services, Inc.	City Manager's Office	1/1/2003 - 12/31/2003	Annual basis
False Alarm Registration & Management Services	12/31/2010	AOT Public Safety Corporation	Police	1/1/2009 - 12/31/2009	3 - 1 year options
Flexible Spending Account Program - ASI - part of FP800064 - (Dental, Vision, Basic Life, etc.)	12/31/2010	Application Software, Inc. - ASI	Finance	1/1/2009 - 12/31/2009	4 - 1 year options
Grounds Maintenance Services - Airport	12/31/2010	Commercial Lawn Management, L.L.C.	Airport	2/6/2007 - 12/31/2009	1 - 1 year option
Heating and/or Air Conditioner Repair Service	12/31/2009	DEN Management Co., Inc.	Public Works	1/8/2008 - 12/31/2008	1 - 1 year option
Horse Boarding Services	12/31/2010	Aces High Acres LLC	Police	1/1/2009 - 12/31/2009	1 - 1 year option
Investment Consulting Services for WER and Police & Fire	12/31/2009	Callan Associates, Inc.	Finance	1/1/2006 - 12/31/2006	1 - 1 year option
Janitorial Services for Police Substations	12/31/2010	EH Technical Solutions	Police	1/1/2009 - 12/31/2009	1 - 1 year option
Legal Services for City Worker's Compensation Claims	12/31/2010	Edward D. Heath, Jr., Attorney at Law	Law	1/1/2009 - 12/31/2009	1 - 1 year option
Mowing, Trimming, Edging & Maintenance at Environmental Services, Animal Control Office and Wichita Animal Shelter	12/31/2009	Complete Landscaping Systems Inc.	Environmental Services	6/1/2008 - 5/31/2009	1 - 1 year option
Polymer for use in the Wastewater Solids Dewatering Facility	12/31/2010	Polydyne, Inc.	Water Utilities	1/1/2009 - 12/31/2009	1 - 1 year option
Traffic Barrels and Barricades	12/31/2010	Traffix Devices, Inc.	Public Works	1/1/2009 - 12/31/2009	1 - 1 year option
Victim's Rights Services	12/31/2010	Correctional Counseling of Kansas	Law	12/30/2003 - 12/31/2004	Annual basis

**PROFESSIONAL CONTRACTS UNDER \$25,000  
DECEMBER 2009**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Ruggles & Bohm PA	PO930983	Engineering Consulting	4,800.00		
Canyon Research Southwest, Inc.	PO930993	Feasibility Studies (Consulting)	4,500.00		
Engineering Solutions & Design, Inc.	PO930991	Analytical Studies and Surveys (Consulting)	5,600.00		
Law/Kingdon Inc.	PO931010	Civil Engineering Services	5,200.00		
Dress For Success Wichita	PO931011	Employment Generating Activities	20,000.00		
Professional Engineering Consultants PA	PO931090	Administrative Consulting	12,076.00		
Engineering Consulting	PO931091	Engineering Consulting	4,550.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR DECEMBER 2009**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		





**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council Members  
**SUBJECT:** Building Facade Improvements in the Core Area (Districts I & VI)  
**INITIATED BY:** Office of Urban Development  
**AGENDA:** Consent

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**Recommendation:** Approve the statements of cost, declare an emergency and adopt the ordinances on first reading.

**Background:** On March 20, 2001, the City Council approved a Façade Improvement Program designed to provide low-cost loans to enhance the visual aesthetics in the downtown area and provide an incentive for businesses to improve their property. The program was limited to buildings with a frontage on Douglas Avenue between Seneca and Washington. The boundaries of the program were later expanded to include the Downtown Self-Supporting Municipal Improvement District (SSMID), Center City, Douglas from Washington to I-135, Delano, Midtown, 21<sup>st</sup> Redevelopment Area (International Marketplace), South Central (South Broadway area) McAdams and Central Northeast.

On January 15, 2008, the City Council conceptually approved a request from Real Development for exterior improvements to seven high-rise buildings in the downtown area, including:

- Kaufman Building – 208 South Market
- Landmark Square Building – 212 North Market
- Farmers and Bankers Building – 200 East 1<sup>st</sup>
- Orpheum Office Building – 200 North Broadway
- Petroleum Building – 221 South Broadway
- Sutton Place Building – 209 East William
- SC Telecom Building (Phase I) – 125 North Market (also referred to as Wichita Executive Center)

Between January 2008 and December 2008, the Council took numerous actions to set public hearing dates and to then authorize maximum special assessment financing for these façade improvements.

**Analysis:** Façade improvements have been completed on four of the buildings: Landmark Square; Farmers and Bankers; Orpheum and SC Telcom (Phase 1). For purposes of bonding and establishing the final assessment amounts, statements of cost and ordinances have been prepared reflecting the final costs upon completion of these façade projects. The statements of cost reflect the following total project costs which are less than the original maximum assessment amounts established through previous actions of the governing body:

Building	Amount of Maximum Assessment	Final Project Costs
Landmark Square	\$ 475,000	\$317,418
Farmers & Bankers	245,000	152,613
Orpheum	194,775	175,012
SC Telcom (Phase I)	1,078,801	988,084

## Building Facade Improvements in the Core Area (Districts I & VI)

January 12, 2010

Page 2

The final costs for these projects include construction costs, administrative charges for the City that are part of the Facade Improvement Program, interim financing costs, estimated costs of issuance related to permanent financing, a one-year debt service reserve based upon permanent financing assumptions, architectural fees, as well as budgeted project management and development fees for Real Development.

The City's Façade Improvement Policy does not expressly allow for architectural/engineering fees to be reimbursed as project costs if the services are provided prior to project approval by the Council. Staff is recommending, however, that all façade-related architectural/engineering fees noted below be included as costs for the respective projects since these services were needed to fully define project scope and budget before the projects could be presented to Council for approval. The amounts outlined below have been included in the final assessment amounts for these buildings.

	Farmers & Bankers/Landmark	SC Telecom
<b>Project Approval Date:</b>	May 2008	June 2008
<b>Architectural /Engineering Costs:</b>		
Fees Incurred Prior to Approval	\$16,019	\$32,600
Fees Incurred After Approval	3,430	39,666
Total	19,449	72,266

These completed façade projects are scheduled to be included and permanently financed as a taxable series in the City's upcoming bond sale to be held in February 2, 2010. Upon approval of the statements of cost and adoption of the ordinances by the governing body, the ordinances will be published and notices of the final assessment amounts will be mailed to the affected property owners.

**Financial Considerations:** The combined final assessment amounts for all four buildings to be paid by special assessments totals \$1,633,127. Taxable General Obligation Special Assessment Bonds will be issued in February 2010, paid as to principal and interest with special assessments levied against the improved properties and will be backed by the full faith and credit of the City of Wichita.

**Goal Impact:** The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

**Legal Considerations:** State statutes provide the City Council authority to use special assessment funding for the projects. Pursuant to K.S.A. 12-6a01 *et seq.*, if the final cost of completed improvements is less than the maximum amount of the assessments as set forth in the Original Maximum Assessment Ordinance, it is necessary to reduce the assessment to an amount equal to the final cost of the improvements. The authorizing ordinances adjusting the special assessments to reflect the final costs of these projects were prepared by Bond Counsel and have been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the statements of cost; find and declare upon request of the Mayor that a public emergency exists requiring the final passage of the ordinances on the date of their introduction; and adopt the ordinances and authorize publication of the ordinances.

**Attachments:** Statements of Cost (4); Ordinances (4); Declarations of Emergency (4)

## **ORDINANCE NO. 48-592**

**AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (LANDMARK BUILDING FACADE IMPROVEMENT DISTRICT)**

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 47-880 of the City of Wichita, Kansas (the “City”), adopted on May 6, 2008 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the Facade Improvements at 212 N. Market abutting public ways, including Market Street and alley right-of-way (north of 1<sup>st</sup>, east of Market) (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

**SECTION 2.** The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

**SECTION 3.** This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on January 12, 2010.

CITY OF WICHITA, KANSAS

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## **ORDINANCE NO. 48-593**

**AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (FARMERS AND BANKERS BUILDING FACADE IMPROVEMENT DISTRICT)**

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 47-881 of the City of Wichita, Kansas (the “City”), adopted on May 6, 2008 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the Facade Improvements at 200 East 1<sup>st</sup> Street abutting public ways, including 1<sup>st</sup> Street, Market Street and alley right-of-way (north of 1<sup>st</sup>, east of Market) (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

**SECTION 2.** The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

**SECTION 3.** This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on January 12, 2010.

CITY OF WICHITA, KANSAS

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## **ORDINANCE NO. 48-594**

**AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (ORPHEUM OFFICE BUILDING FACADE IMPROVEMENT DISTRICT)**

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 48-147 of the City of Wichita, Kansas (the “City”), adopted on December 16, 2008 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the Facade Improvements at 200 N. Broadway abutting public ways, including 1<sup>st</sup> Street and Broadway Street (north of 1<sup>st</sup>, east of Broadway) (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

**SECTION 2.** The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

**SECTION 3.** This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on January 12, 2010.

CITY OF WICHITA, KANSAS

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## **ORDINANCE NO. 48-595**

**AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (WICHITA EXECUTIVE CENTER BUILDING FACADE IMPROVEMENT DISTRICT)**

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 47-907 of the City of Wichita, Kansas (the “City”), adopted on June 3, 2008 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the Facade Improvements at 125 North Market abutting public ways, including Market Street and alley right-of-way (north of Douglas, west of Market) (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

**SECTION 2.** The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

**SECTION 3.** This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on January 12, 2010.

CITY OF WICHITA, KANSAS

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## **EXHIBIT A**

### **Farmers and Bankers Building Façade Improvement District**

<b>Description of Property</b>	<b>Amount of Assessment</b>
Lot 50 on Market Street, in Greiffenstein's Original Town Wichita, Sedgwick County, Kansas Tax Key #A-75	\$76,306.50
Lot 52 on Market Street, in Greiffenstein's Original Town Wichita, Sedgwick County, Kansas Tax Key #A-75	\$76,306.50

## **EXHIBIT A**

### **Landmark Building Facade Improvement District**

<b>Description of Property</b>	<b>Amount of Assessment</b>
Lot 54 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	\$63,483.60
Lot 56 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	\$63,483.60
Lot 58 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	\$63,483.60
Lot 60 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	\$63,483.60
Lot 62 on Market Street, in Greiffenstein's Original Town of Wichita, Sedgwick County, Kansas. Tax Key #A-76	\$63,483.60

## EXHIBIT A

### Orpheum Office Building Façade Improvement District

Description of Property	Amount of Assessment
UNIT 1A & 1.76% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0001	\$3,080.21
UNIT 1B & 2.81% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0002	\$4,917.84
UNIT 1C & 2.05% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0003	\$3,587.75
UNIT 1D & 2.20% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0004	\$3,850.26
UNIT 1E & 2.20% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0005	\$3,850.26

Description of Property	Amount of Assessment
UNIT 2 & 14.83% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0006	\$25,954.28
UNIT 3 & 14.83% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0007	\$25,954.28
UNIT 4 & 14.83% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0008	\$25,954.28
UNIT 5 & 14.83% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0009	\$25,954.28
UNIT 6 & 14.83% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0010	\$25,954.28
UNIT 7 & 14.83% UND. INT. IN COMMON AREAS & FACILITIES APPURTENANT TO THE ORPHEUM CENTRE CONDOMINIUM SITUATED ON PT OF LOTS 32 THRU 40 BROADWAY AVE J. R. MEAD'S ADD. Tax Key #B-00009-0001-0011	\$25,954.28

## EXHIBIT A

### Wichita Executive Center Building Façade Improvement District

Description of Property	Amount of Assessment
Lot 13 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-104	\$82,340.33
Lot 15 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-105	\$82,340.33
Lot 17 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-106	\$82,340.33
Lot 19 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-107	\$82,340.33
Lot 21 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-108	\$82,340.33
Lot 23 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-108	\$82,340.33
Lot 25 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-108	\$82,340.33
Lot 27 on Market Street, in Original Town (now City) or Wichita, Sedgwick County, Kansas as platted by William Greiffenstein Tax Key #A-108	\$82,340.33

4844-2897-1012.1/1

**Description of Property****Amount of Assessment**

Lot 29 on Market Street, in Original Town  
(now City) or Wichita, Sedgwick County,  
Kansas as platted by William Greiffenstein  
Tax Key #A-109

\$82,340.34

Lot 31 on Market Street, in Original Town  
(now City) or Wichita, Sedgwick County,  
Kansas as platted by William Greiffenstein  
Tax Key #A-110

\$82,340.34

Lot 33 on Market Street, in Original Town  
(now City) or Wichita, Sedgwick County,  
Kansas as platted by William Greiffenstein  
Tax Key #A-110

\$82,340.34

Lot 35 on Market Street, in Original Town  
(now City) or Wichita, Sedgwick County,  
Kansas as platted by William Greiffenstein  
Tax Key #A-110

\$82,340.34

Approved /Accepted by City Council

Wichita, Kansas

December 28, 2009

This \_\_\_\_\_

472-84682

OCA#

766024

City Clerk

Wichita, Kansas

Dear City Clerk:

Following is the cost of constructing:

Façade improvements to 212 N Market

Contract Amount	\$268,250.86
Measured Items	\$0.00
Change Orders	\$0.00
Engineering & Inspection	\$5,366.36
Administration	\$5,366.36
Publication	\$47.20
Abstract	\$20.00
Construction Cost	<u>\$279,050.78</u>
Idle Fund Interest Estimated	(\$151.78)
Temporary Financing Estimated	\$36.00
1 Year Debt Service Reserve	<u>\$38,483.00</u>
TOTAL COST	\$317,418.00

Respectfully Submitted,

\_\_\_\_\_  
Jim Armour, P.E., City Engineer

Property: \$317,418.00

City: \$0.00

Winter 2010

Chesney

Petition/Resolution Amount: \$475,000.00



Amt	Months	projected	Actual	Total
-44.67	3	-134.01	-6.68	-140.69

Dec	Jan	Feb	LTD	Nov
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Temp notes				
6	3	18	18	36

Approved /Accepted by City Council

Wichita, Kansas

December 28, 2009

This \_\_\_\_\_

472-84678

OCA#

766027

City Clerk  
Wichita, Kansas

Dear City Clerk:

Following is the cost of constructing:  
Façade improvements to 125 N Market

Contract Amount	\$840,613.30
Measured Items	\$0.00
Change Orders	\$0.00
Engineering Administration	\$16,820.33
Recording façade easement	\$128.00
Administration	\$16,820.33
Publication	\$255.20
Abstract	\$20.00
Construction Cost	<u>\$874,657.16</u>
Idle Fund Interest Estimated	\$1,060.64
Temporary Financing Estimated	\$4,782.20
1 Year Debt Service Reserve	<u>\$107,584.00</u>
TOTAL COST	\$988,084.00

Respectfully Submitted,

---

Jim Armour, P.E., City Engineer

Property: \$988,084.00

City: \$0.00

Winter 2010  
Chesney

Petition/Resolution Amount: \$1,078,801.00



Amt	Months	projected	Actual	Total
1.88	3	5.64	1027.91	1033.55

Dec Jan Feb	LTD Nov
-------------	---------

temp note				
478.22	3	1434.66	3347.54	4782.20

Approved /Accepted by City Council

Wichita, Kansas

December 28, 2009

This \_\_\_\_\_

472-84683

OCA#

766025

City Clerk

Wichita, Kansas

Dear City Clerk:

Following is the cost of constructing:

Façade improvements to 200 East 1st

Contract Amount	\$128,710.86
Measured Items	\$0.00
Change Orders	\$0.00
Engineering Administration	\$2,579.47
Administration	\$2,579.47
Publication	\$242.50
Abstract	\$20.00
Construction Cost	<u>\$134,132.30</u>
Idle Fund Interest Estimated	(\$22.30)
Temporary Financing Estimated	\$0.00
1 Year Debt Service Reserve	<u>\$18,503.00</u>
TOTAL COST	\$152,613.00

Respectfully Submitted,

\_\_\_\_\_  
Jim Armour, P.E., City Engineer

Property: \$152,613.00

City: \$0.00

Winter 2010

Chesney

Petition/Resolution Amount: \$245,000.00

Amt	Months	projected	Actual	Total
-22.7	3	-68.1	-12.02	-80.12
	Dec Jan Feb		LTD Nov	

Approved /Accepted by City Council

Wichita, Kansas

December 28, 2009

This \_\_\_\_\_

472-84681

OCA#

766030

City Clerk  
Wichita, Kansas

Dear City Clerk:

Following is the cost of constructing:  
Façade improvements to 200 N Broadway

Contract Amount	\$147,428.99
Measured Items	\$0.00
Change Orders	\$0.00
Engineering & Inspection	\$2,959.37
Recording Façade Easement	\$28.00
Administration	\$2,959.37
Publication	\$491.40
Abstract	\$20.00
Construction Cost	<u>\$153,887.13</u>
Idle Fund Interest Estimated	(\$93.13)
Temporary Financing Estimated	\$0.00
1 Year Debt Service Reserve	<u>\$21,218.00</u>
TOTAL COST	\$175,012.00

Respectfully Submitted,

\_\_\_\_\_  
Jim Armour, P.E., City Engineer

Property: \$175,012.00  
City: \$0.00

Winter 2010  
Chesney

Petition/Resolution Amount: \$194,775.00



Amt	Months	projected	Actual	Total
-26.25	3	-78.75	-47.73	-126.48
	Dec Jan Feb		LTD Nov	

## **REQUEST FOR DECLARATION OF EMERGENCY**

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, January 12, 2010, of an ordinance entitled:

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (FARMERS AND BANKERS BUILDING FACADE IMPROVEMENT DISTRICT)

The general nature of such emergency is to authorize the permanent adjustment of final costs of the Improvements and permanent financing of facade improvements within the benefit district to permit the costs of these improvements to be included in the next bond sale thereby reducing interest costs.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on January 12, 2010.

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Carl Brewer, Mayor

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Karen Sublett, City Clerk

## **REQUEST FOR DECLARATION OF EMERGENCY**

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, January 12, 2010, of an ordinance entitled:

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (LANDMARK BUILDING FACADE IMPROVEMENT DISTRICT)

The general nature of such emergency is to authorize the permanent adjustment of final costs of the Improvements and permanent financing of facade improvements within the benefit district to permit the costs of these improvements to be included in the next bond sale thereby reducing interest costs.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on January 12, 2010.

---

Carl Brewer, Mayor

---

Karen Sublett, City Clerk

## **REQUEST FOR DECLARATION OF EMERGENCY**

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, January 12, 2010, of an ordinance entitled:

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (ORPHEUM OFFICE BUILDING FACADE IMPROVEMENT DISTRICT)

The general nature of such emergency is to authorize the permanent adjustment of final costs of the Improvements and permanent financing of facade improvements within the benefit district to permit the costs of these improvements to be included in the next bond sale thereby reducing interest costs.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on January 12, 2010.

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Carl Brewer, Mayor

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Karen Sublett, City Clerk

## **REQUEST FOR DECLARATION OF EMERGENCY**

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, January 12, 2010, of an ordinance entitled:

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (WICHITA EXECUTIVE CENTER BUILDING FACADE IMPROVEMENT DISTRICT)

The general nature of such emergency is to authorize the permanent adjustment of final costs of the Improvements and permanent financing of facade improvements within the benefit district to permit the costs of these improvements to be included in the next bond sale thereby reducing interest costs.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on January 12, 2010.

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Carl Brewer, Mayor

---

Karen Sublett, City Clerk

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and Members of the City Council

**SUBJECT:** 2010 Property and Casualty, Special Liability, Excess Workers' Compensation, Aviation, Travel, Art Collection, Crime, Position Bonds and Stop Loss Insurance Placement Services

**INITIATED BY:** Finance Department

**AGENDA:** Consent

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**Recommendation:** Approve the award.

**Background:** As part of a comprehensive risk management program, the City protects its assets by purchasing various insurance policies and position bonds. To obtain these insurance products, the City contracts with an insurance brokerage firm to research policies, serve as a point of contact to various insurance carriers, and after City approval, place the selected insurance policies. On December 7, 2004, City Council approved the placement of Marsh USA as the City's contracted insurance broker. This relationship continued until Marsh's final one-year contract option expired December 31, 2009.

**Analysis:** The Request for Proposal (RFP) was issued through the City's Purchasing system. The RFP requested the vendor to:

- § Provide multiple quotes for each classification of risk protection purchased,
- § Assist City staff in understanding the nuances of each coverage suggested, the costs, the exclusions, limitations and similar details, and
- § Bring new information, legislation and new products and ideas for improvement to the City,
- § Required City position bonding.

A Request for Proposal notice was published in the official newspaper on August 20, 2009, the RFP was placed on the City's e-Procurement web site and notices were mailed to thirty-two different firms across the United States. A total of six written proposals were received.

A ten member Screening and Selection Committee reviewed the proposals. The Committee was comprised of representatives from: City Manager's Office; Department of Finance; Department of Law; Public Works, Airport; Planning; Property Management and Engineering.

The top three firms were selected to make detailed presentations to the Screening and Selection Committee. The detailed presentations were held December 11, 2009. Following the detailed presentations, the Screening and Selection Committee independently ranked the presentations and proposals based on the ranking criteria listed in the RFP.

## Page Two

The Screening and Selection Committee recommends award of the contract to the firm of Lockton Companies, L.L.C. based on the firm's demonstrated experience and expertise in the industry and experience with governmental operations (such as the State of Kansas and the City of Kansas City, Missouri).

**Financial Considerations:** If approved, the contract would be a lump sum not to exceed fee of \$39,000 for years 2010 and 2011, \$40,000 for year 2012, \$41,000 for year 2013, and \$42,000 for year 2014. Funds are budgeted in the Self Insurance Fund to pay for brokerage and consulting services. The City will not pay any regular commissions, contingent commissions or overrides. Lockton's fee is \$31,000 less than the current provider.

**Goal Impact:** Risk Management is a component of the internal perspective goal area.

**Legal Considerations:** The contract will be reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended the City Council approve the award to Lockton, L.L.C., and authorize the staff to negotiate a contract.

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council Members

**SUBJECT:** Budget Adjustment – Wichita Art Museum

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the budget adjustment.

**Background:** The City of Wichita has provided financial support to the Wichita Art Museum for decades. This support has funded 26 city positions, as well as minor maintenance expenses. In addition, the Art Museum has received direct supplemental funding as recommended by the Cultural Funding Committee.

**Analysis:** City General Fund support for the Art Museum in 2009 is budgeted at \$1,167,835 for salaries and wages, and \$117,270 for other maintenance and support cost for the collection and building. In addition, supplemental funding of \$240,000 has been provided directly to the Museum in 2009 as part of the recommended allocation of funding by the Cultural Funding Committee and approved by City Council in August 2009.

**Financial Considerations:** Due to vacancies and holding positions open, the Art Museum is expected to have salary savings of an estimated \$160,000 after the year end close. Staff proposes to provide these net salary savings, up to \$160,000, to the Art Museum in the form of a contractual stipend, similar to the supplemental funding provided earlier in 2009. This will not increase the amount budgeted for the Art Museum in 2009 from the General Fund. However, it will ensure that most of the budgeted General Fund allocation for the Art Museum in 2009 is expended. Due to year end closing activities, it may be necessary to shift this expense to the 2010 budget. If that is required, the 2010 Revised Budget will be adjusted to reflect the payment.

**Goal Impact:** Quality of Life. The Art Museum improves the quality of life for citizens by providing cultural opportunities in the City of Wichita.

**Legal Considerations:** Budget adjustments over \$25,000 require approval by the City Council.

**Recommendations/Actions:** It is recommended that the City Council retroactively for 2009 approve the budget adjustment up to \$160,000 for the Art Museum.

**Attachments:** None

City of Wichita  
City Council Meeting  
January 12, 2010

**TO:** Mayor and City Council

**SUBJECT:** Catholic Charities Emergency Shelter Grant Contract Extension

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the contract extension and authorize the necessary signatures.

**Background:** The City of Wichita received \$56,484 in Kansas Emergency Shelter Grant funds for program year 2008-2009, and contracted with Catholic Charities for \$9,675 to be used for operational costs for their Anthony Family Shelter.

**Analysis:** Catholic Charities has requested an extension on their contract in order to submit reimbursement requests which they previously thought were not eligible. The extension will make it possible for them to access the full amount of their contract. The U.S. Department of Housing and Urban Development regulations allow Emergency Shelter Grant funds to be expended over a two-year period. The goals and performance measures will not change under this contract extension.

**Financial Considerations:** The amount of the contract extension will not exceed \$764.60 which is available from the 2008-2009 Emergency Shelter Grant allocation.

**Goal Impact:** Services provided to the homeless under this contract impact the Economic Vitality and Affordable Living and Quality of Life goals.

**Legal Considerations:** The contract has been approved as to form by the City of Wichita Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve the contract extension and authorize the necessary signatures.

**Attachment:** Contract extension document.

FIRST AMENDMENT TO THE  
EMERGENCY SHELTER GRANT CONTRACT  
BETWEEN THE CITY OF WICHITA  
AND  
CATHOLIC CHARITIES, INC.

THIS CONTRACT AMENDMENT is executed this 12<sup>th</sup> day of January, 2010 by and between the City of Wichita, Kansas (hereinafter called the City) and Catholic Charities, Inc. (hereinafter called the Delegate Agency).

WITNESSETH THAT:

WHEREAS, on the 1st day of July, 2008 the above named entities were parties to a contract with the caption as above set out; and

WHEREAS, the above named parties now wish to modify and amend said contract for the purpose of extending the timeframe for execution of duties and reimbursement of eligible expenses;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of July, 2008 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

A. SECTION 2. TIME OF PERFORMANCE, is hereby amended to read as follows:

The services of the Delegate Agency shall be undertaken and completed in such sequence as to assure an expeditious completion in light of the purposes of this contract through a period of eight (8) months ending no later than February 28, 2010.

\_\_\_\_\_  
Delegate Agency – Catholic Charities, Inc.  
Janet Pape, Executive Director

\_\_\_\_\_  
Date

**CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

\_\_\_\_\_  
Date

**City of Wichita  
City Council Meeting  
January 12, 2010**

**TO:** Mayor and City Council

**SUBJECT:** Approval of Purchased ADA Paratransit Rides Contractor Agreement

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

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**Recommendation:** Approve and execute the Purchased ADA Paratransit Rides Contractor Agreement with KETCH, Starkey, ResCare, Catholic Charities, Envision, and CPRFK.

**Background:** The purpose of the agreement is to allow Wichita Transit to purchase paratransit rides from human service agencies. For 2009, Wichita Transit's in-house paratransit service provided approximately 25% of all ADA rides. The remaining 75% were provided by the six human service agencies. Rides provided by the agencies are typically limited to providing transportation to ADA eligible persons who are part of each agency's individual programs and/or residential living arrangements. These are contract renewals.

The six agencies have elected to execute agreements that provide for a contract termination date of December 31, 2010, including automatic month-to-month renewal if a new renewal agreement has not been negotiated.

**Analysis:** If Wichita Transit is to continue purchasing rides with federal funds, execution of the agreements is needed. The Federal Transit Administration (FTA) requires that the purchased ride agreements be in writing for specific terms.

**Financial Considerations:** Total funding for the agreements is projected to be \$1,660,000 for the 2010 calendar year. The funding for the agreements is as follows: \$60,000 from the America Recovery and Reinvestment Act; \$800,000 from the FTA; \$475,000 from KDOT; and \$325,000 from the City of Wichita transit fund.

**Goal Impact:** To promote economic vitality and affordable living by improving availability, quality, and diversity of jobs and sustained affordable living.

**Legal Considerations:** The Law Department has reviewed and approved the agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Purchased ADA Paratransit Rides Contractor Agreement and authorize the necessary signatures.

**Attachments:** Purchased ADA Paratransit Rides Contractor Agreement.

## PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Envision (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2010, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

ENVISION

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Carl Brewer, Mayor

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Linda K. Merrill, CEO

ATTEST

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City Clerk  
City of Wichita, Kansas

APPROVED AS TO FORM

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Department of Law  
City of Wichita, Kansas

APPENDIX A  
GENERAL CONTRACTUAL PROVISIONS FOR CONTRACTOR

ARTICLE 1: AUTHORITY TO CONTRACT

1.1 Affirmation Of Legal Authority

The Contractor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

1.2 Required Documentation

Corporations, limited liability companies, or other forms of business requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. A corporation shall furnish a copy of its corporate resolution evidencing the authority to sign this Agreement, executed by the corporation's secretary or president.

ARTICLE 2: RELATIONSHIP OF PARTIES

It is agreed that the legal relationship between Contractor and City is of a contractual nature. Both parties assert and believe that the Contractor is acting as an independent contractor in providing the services and performing the duties provided for by this Agreement. The Contractor is, at all times, acting as an independent contractor and not as an officer, agent, or employee of the City. As an independent contractor, the Contractor, and employees of the Contractor, will not be within the protection or coverage of City's worker's compensation insurance, subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall the Contractor, and employees of the Contractor, be entitled to any current or future benefits provided to employees of the City. Further, the City shall not be responsible for withholding of social security, federal, and/or state income tax or unemployment compensation from payments made by the City to the Contractor.

ARTICLE 3: SCOPE OF SERVICES

3.1 Purpose

It is mutually agreed by and between City and Contractor that the purposes of this Agreement are for the Contractor to efficiently provide eligible passengers a level of curb-to-curb paratransit service which is substantially equivalent to the curb-to-curb paratransit service presently operated by Wichita Transit, all under the terms and conditions described in this Agreement, and to provide Wichita Transit those operating statistics required for federal reporting. If the present volume of service provided by the Contractor pursuant to this Agreement substantially increases or decreases, the Parties agree to negotiate reasonable modifications to this Agreement (which may include termination of this Agreement). The Parties also agree that Contractor shall only provide service, which is compensable under this Agreement, during Wichita Transit regular operating hours.

The Parties agree that the terms of this Agreement apply only to purchased rides for eligible passengers, which are referred to Contractor by Wichita Transit for service during normal

operating hours and conditions. To the extent that Contractor provides transportation services to persons who may otherwise be eligible passengers (whether as a part of Contractor's programs or otherwise) outside of such hours, Contractor may do so upon the terms and conditions acceptable to Contractor, and such services are outside the scope of this Agreement.

### 3.2 Special Needs Of Eligible Passengers

All eligible passengers have one or more disabilities that preclude their use of regular fixed route transit. Many will require special assistance when boarding or leaving the paratransit vehicle. The Contractor shall be responsible for assuring that all drivers are capable, competent, courteous and sensitive to these special needs.

## ARTICLE 4: GENERAL PROVISIONS

### 4.1 Definitions

- A. Unit Of Service – One one-way trip equals one unit of service per eligible passenger. A round-trip taken by an eligible passenger equals two units of service. A unit of service is the basis for subsidy reimbursement.
- B. Eligible Passenger(S) – Individuals who are certified and approved as ADA paratransit eligible by Wichita Transit, both ambulatory and nonambulatory.
- C. Personal Care Attendant (PCA) – A person who has been approved to ride free of charge with an eligible passenger for the purpose of providing the passenger with mobility assistance. Qualified drivers employed by the Contractor may act as a PCA for eligible passengers who are also the clients of the Contractor (human service agency).
- D. Equivalent Level Of Paratransit Service – The following criteria are used to evaluate the Contractor's performance relative to the level of paratransit service operated by Wichita Transit:
  - 1. On-time performance for pick-ups. Actual pick-up times shall be evaluated relative to a 30-minute pick-up window.
  - 2. Length of time an eligible passenger spends on the paratransit vehicle. Length of time shall be evaluated relative to a 90-minute maximum ride time.
- E. No-Show – When an eligible passenger fails to board the vehicle when the vehicle arrives on time (within the 30-minute pick-up window). Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "no-shows." Wichita Transit agrees to permit the Contractor to develop and enforce reasonable policies, which limit "no-shows."
- F. 30-Minute Pick-Up Window – The 30-minute timeframe provided to the eligible passenger that indicates when the paratransit vehicle has been scheduled to arrive. Vehicles arriving within the 30-minute pick-up window are considered on time.
- G. Missed Trip – When the vehicle arrives for the pick-up, at a time after the end of the 30-minute pick-up window, and the client does not board the van. Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "missed trips".

- H. Passenger Fare – For eligible passengers, the amount of money that the Contractor may collect from an eligible passenger with respect to a unit of service. Pursuant to subsection 9.4(D) of this Agreement, the appropriate passenger fare will be assumed by the Parties to have been retained by the Contractor as partial payment. As required by The ADA, the passenger fare charged or collected from eligible passengers shall not be more than twice the price of regular bus fare.
- I. Referred Ada Trip - A subscription service ride request referred to an agency by Wichita Transit. Possible Contractor acceptance of a referred trip is provided for in subsection of 9.4(C) of this Agreement.
- J. Subscription Service – A trip to the same place at the same time at least twice a week for a minimum period of 30 days.
- K. Unless otherwise indicated, all references to time periods, which are measured in “days,” shall be deemed to refer to a day of ordinary operation for Wichita Transit.

#### 4.2 Service Area

All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Wichita, within the Oaklawn Improvement District, or within that portion of The City of Bel Aire that lies within 3/4-mile of a fixed bus route operated by Wichita Transit.

#### 4.3 Passenger Eligibility

The City, acting through Wichita Transit, shall establish a procedure to determine eligible passengers. No person shall be transported under this Agreement who has not first been determined by the City as eligible for the service.

#### 4.4 Laws To Be Observed [Reserved]

### ARTICLE 5: PERSONNEL

#### 5.1 Qualified Personnel

The Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the transportation service provided under this Agreement. Except as provided in Section 6.3 below, such personnel shall not be employees of or have any other contractual relationship with the City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.

#### 5.2 Minimum Wages [Reserved]

#### 5.3 Employee Conflict Of Interest

The Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

#### 5.4 Employee Background Checks

The parties to this Agreement recognize that those entities or persons providing government funded services are subject to public scrutiny. Consequently, by entering into this Agreement, the Contractor assumes an affirmative and ongoing duty during the term of this Agreement to guarantee and maintain compliance with requirements set forth in Subsection 5.5 below. Such compliance will require the use of Contractor customary criminal background checks, and such other background checks as may be reasonably requested by Wichita Transit from time to time, upon all personnel or agents providing services pursuant to this Agreement, or administering the funds conveyed under this Agreement.

#### 5.5 Participant Safeguard

The Contractor certifies that none of its employees are:

- A. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to provide services, administer this Agreement, or handle the funds conveyed under this Agreement;
- B. Persons convicted of any sex offenses, crimes against children, or crimes of violence toward persons during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to interact in any way with persons served pursuant to this Agreement; and
- C. Persons convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to operate a vehicle in which an eligible passenger is provided transportation pursuant to this Agreement. For purposes of this section, “serious traffic offense shall not include any offense deemed a “traffic infraction” under K.S.A. 8-2116 and 8-2118.
- D. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to the City’s Law Department. The Department of Law’s decision shall be final for purposes of compliance with this Agreement. The term “conviction” shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and diversions appearing on the driving records maintained by the Kansas Department of Revenue.

### ARTICLE 6: PROHIBITION OF CONFLICT OF INTEREST

#### 6.1 Interest Of Public Officials And Others

No officer or employee of the City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects such person’s personal interest or the interest of any corporation, partnership, or association

in which such person is directly or indirectly interested. Nor shall any officer or employee of the City or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2 Interest Of Contractor  
[Reserved]

6.3 Employee Conflicts

If either party becomes aware of situations in which a) an employee of the City shall also be an employee of the Contractor at the time of the Agreement, b) an employee of the Contractor seeks additional / alternative employment with the City during term of the Agreement, or c) an employee of the City seeks additional / alternative employment with the Contractor during term of the Agreement, such party shall immediately provide written notice of such situations to the other party. The City shall make every effort to assure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to the Contractor or Contractor's competitors.

ARTICLE 7: FUNDING / CASH BASIS AND BUDGET LAWS

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

ARTICLE 8: REPORTS, RECORDS AND INSPECTION

8.1 Documentation Of Costs

Proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges shall support all costs incurred by the Contractor for which the Contractor purports to be entitled to reimbursement. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

8.2 Maintenance Of Records

Except as otherwise authorized by the City, the Contractor shall retain such documentation as listed in subsections 8.1 and 8.3 for a period of not less than three (3) years after the close of the calendar year which contains the time period to which a monthly billing relates. This is the case unless City notifies Contractor in writing of an action, including but not limited to, litigation or audit resolution proceedings, which necessitates maintenance of records beyond the minimum three (3)-year period.

8.3 Reports

During the term of this Agreement, the Contractor shall furnish reports and information to the City substantially in the form attached hereto as Exhibit 1. If the Contractor fails to provide all required reports in a timely, complete and accurate manner, the City may withhold payments to the Contractor until such time as all reports are furnished. Exhibit 1 is deemed to satisfactorily address the reporting requirements for subsections (A) through (K) below. Contractor will be paid based

upon the status of the eligible passenger as either ambulatory or nonambulatory (as determined in the certification issued by Wichita Transit). However, Contractor shall report all applicable types of rides provided to such passenger (i.e., if one or more of the categories set forth in subsections G, H, I, and J below applies to a passenger, then Contractor shall report the ride under each applicable category).

A. Complaint Records

The Contractor agrees to maintain complete records of all complaints received regarding service provided under this Agreement. The Contractor agrees to submit a service complaint report each time a request for reimbursement is submitted. Such report shall identify the general nature of complaints received during the billing period along with any actions taken by the Contractor. The Contractor agrees that complaint records used to prepare complaint reports are subject to review by the City to ensure the accuracy and validity of information reported.

B. Financial And Operating Data

The Contractor shall be responsible for providing financial and operating data as may be required by the City and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.

C. On-Time Performance And Trip Length Records

For the purpose of determining if the Contractor is providing a level of paratransit service equivalent to that provided by Wichita Transit, the Contractor agrees to maintain records of on-time performance and trip length for all eligible passengers provided paratransit service under this Agreement. The Contractor agrees to submit an on-time performance and trip length report each time a request for billing is submitted. For the billing period, the report shall identify the percentage of pick ups occurring before, during, and after the 30-minute pick-up window and the number of trips involving an eligible passenger ride of 90 minutes or greater. The Contractor agrees that on-time performance and trip length records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

D. Alcohol And Drug Test Reports

The Contractor agrees to submit to the City an annual report that identifies the Contractor's efforts to comply with FTA and U.S. DOT requirements for pre-employment, post-accident and random alcohol and drug testing of safety sensitive employees. The annual alcohol and drug testing report shall be submitted by January 30<sup>th</sup> following the close of the year to which it relates.

E. No-Show Records

For the purpose of eliminating trips referrals involving a passenger who demonstrates a pattern of "no-showing" for trips, the Contractor agrees to maintain records of no-shows recorded by passengers provided paratransit service under this Agreement. The Contractor agrees to submit a no-show report each time a request for billing is submitted. For the billing period, the report shall identify the number of no-shows per eligible passenger and the dates on which no-shows were recorded. The Contractor agrees that no-show records used to

prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

F. Missed Trips

For the purpose of reporting “missed trips,” the Contractor agrees to maintain records of missed trips affecting passengers who are provided paratransit service under this Agreement. The Contractor agrees to submit a missed trip report each time a request for billing is submitted. For the billing period, the report shall identify the number of missed trips affecting eligible passengers and the dates on which missed trips were experienced. The Contractor agrees that missed trip records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

G. Ada Rides

In order to ensure that rides provided pursuant to this Agreement are provided to eligible passengers and that operating statistics needed for federal reporting are provided, the following is required:

1. Pursuant to subsection 9.1(B) of this Agreement, each month, the Contractor shall submit an alphabetical listing of those persons who have been provided service during the month who the Contractor has reported as being an eligible passenger (approved by Wichita Transit as ADA paratransit eligible).
2. Wichita Transit will check the names on the list against the database of persons who have been granted ADA paratransit eligibility. Wichita Transit will provide the Contractor with the names of those individuals who have not been determined as ADA paratransit eligible.
3. After receipt of the names of nonADA eligible persons, the Contractor may assist the subject individuals with completion of an ADA paratransit eligibility application or shall, in the future, discontinue reporting them as eligible passengers on monthly billing.

H. Access To Jobs Trips

In order to report the number of rides funded through the Access to Jobs program, and pursuant to 9.1(B) of this Agreement, the Contractor’s monthly billing shall identify the number of rides funded by way of that program.

I. Peak Hour Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number of rides provided to eligible passengers between 6:00 AM and 10:00 AM and between 2:00 PM and 6:00 PM.

J. Ambulatory / Wheelchair Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number rides provided to ambulatory persons and the number or rides provided to persons using a wheelchair or similar mobility device.

#### K. New Freedom Trips

In order to report the number of rides funded through the New Freedom Program, and pursuant to subsection 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program. The parties acknowledge that the federal record keeping and reporting requirements under the New Freedom Program have not yet been developed. City agrees to inform Contractor of such requirements when City becomes aware of them. The parties agree to develop reasonable procedures under this Agreement to satisfy such requirements.

#### 8.4 Availability Of Records

During the time period set forth in Section 8.2 above, the Contractor agrees to make any and all of its records, books, papers, documents, and data, which are directly related to this Agreement, available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions.

#### 8.5 Right To Inspect All Work, Equipment And Materials

The Contractor shall permit the City or any authorized representative of the City's Director of Transit to inspect all work, equipment and materials with regard to the provision of service under this Agreement during Contractor's normal business hours, upon reasonable advance notice.

#### 8.6 Right To Observe Operations

The City reserves the right to observe operations by the Contractor pursuant to this Agreement at any reasonable time, i.e., maintenance, sensitivity training, loading and unloading eligible passengers, etc.

- A. If any observed operations are deemed defective by the City, the City shall notify the Contractor in writing of such defect.
- B. Upon receipt of a written notice of defect, the Contractor has 10 days to investigate the defect and provide reports to the City.
- C. The response shall include a copy of the City's notice of defect, together with a written statement of any corrective action taken, and shall be subject to the City's reasonable approval.
- D. If corrective actions are reasonably satisfactory, the City will advise the Contractor within 10 days. Otherwise, the City will notify the Contractor of the continuing defect within such 10-day period, and the City has an additional five (5) days to remedy the defect and failure to do so may be considered as a breach of this Agreement.

#### 8.7 Confidentiality

Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible passenger records.



## ARTICLE 9: METHOD OF BILLING AND PAYMENT

### 9.1 Billing Procedures

Contractor agrees that billings and payments made under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City. After receipt of billing, payment shall be made as soon as procedures allow.

#### A. Monthly Billing

A monthly billing system will be used, and all billing, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period.

#### B. Billing Content

All billings shall be substantially in the form of Exhibit 1. In addition, Wichita Transit may require copies of daily vehicle manifests to be submitted with monthly billing that indicate passenger pick up windows for eligible passengers and the actual time of vehicle arrival for passenger boarding. If Wichita Transit requires the submitting of daily vehicle manifests, trips provided to eligible passengers shall be highlighted on the manifests to make them easily differentiated from trips provided to persons who have not been granted ADA paratransit eligibility. If the Contractor is providing rides under the Access to Jobs program, those rides shall be totaled on monthly billing.

#### C. Billing Procedure [Reserved]

#### D. Rate Of Reimbursement

Transportation reimbursements will be made on a unit of service basis pursuant to this Agreement. The reimbursement per unit of service for trips provided pursuant to this Agreement shall be \$6.20 per ambulatory person and \$10.50 per person who use a wheelchair or similar mobility device. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit).

#### E. Review Of Reimbursement Rates

The amount of reimbursement per unit of service will be reviewed during the last six months of 2010 and may be subject to revision starting January 1, 2011. Any change in the reimbursement rate must be agreed to in writing by all Parties prior to implementation.

#### F. No Show Trips And Missed Trips [Reserved]

### 9.2 Support Documentation

Billing shall be supported with the documentation described above in Section 9.1.

### 9.3 Reimbursement Restrictions

Payments shall be made to the Contractor only for items and services authorized by this Agreement. The City reserves the right to disallow reimbursement for any item or service, which is not authorized by this Agreement.

### 9.4 Service By Contractor

#### A. General

Service is to be provided by the Contractor in a prompt and courteous manner. Passengers must be determined ADA paratransit-eligible before the Contractor provides paratransit rides pursuant to this Agreement. Passengers are to be picked up within a 30-minute pick-up window, and the unit of service or one-way trip shall not last longer than 90 minutes. If circumstances dictate that the aforementioned conditions cannot reasonably be met, the Contractor shall make note of the incident and reference it as part of the on-time performance or trip length reports discussed in subsection 8.3(C). As discussed in subsection 8.3(A) of this Agreement, the Contractor is to provide the City a complaints report.

#### B. Back-Up System

The Contractor must have a reasonable back-up system in place to ensure that eligible passengers are not stranded.

#### C. Acceptance Of Rides Referred By The City

When referred by the City, and upon reasonable notice, the Contractor agrees to accept subscription service ride requests by persons who are not already persons served by the Contractor. This is provided that acceptance of the referral will not negatively impact the Contractor's ability to meet on-time performance or trip length standards for existing eligible passengers or Contractor's other persons served.

#### D. Collection Of Fare From Eligible Passengers

To the extent required in Section 4.1(H), the Contractor shall collect and retain the standard ADA paratransit fare from eligible passengers.

#### E. Alcohol And Drug Testing

The Contractor shall comply with the federal drug and alcohol regulations as set forth in Appendix B of this Agreement. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Contractor positions that perform duties under the terms of this Agreement.

#### F. Vehicle Specifications

All vehicles used in service pursuant to this Agreement shall be equipped with a two-way radio or other acceptable telecommunications device (including, but not limited to, cell phones) and shall, at all times, be maintained in a reasonable operating condition and shall be kept in clean and comfortable condition for the transportation of eligible passengers. Vehicles used to transport eligible passengers who use a wheelchair shall be equipped with an operable wheelchair lift or ramp. Regardless of the manner in which a vehicle is

equipped, all rides will be compensated at the applicable ambulatory or nonambulatory rate under Section 9.1.D, as the case may be. Compliance with vehicle specifications shall be subject to regular monitoring by the City or the designated representative of Wichita Transit.

G. Ada Compliance

The Contractor must be in compliance with the federal Americans with Disabilities Act (ADA) requirements.

ARTICLE 10: LICENSES AND PERMITS

- A. The Contractor shall procure and maintain all permits, licenses, certifications, bonds and insurance required by federal, state or local authority for carrying out this Agreement.
- B. The Contractor shall maintain workers compensation insurance in amounts not less than minimum statutory requirements.
- C. The Contractor shall notify the City immediately if any required license, permit, bond or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may be the basis for immediate termination of this Agreement by the City.

ARTICLE 11: INSURANCE

The Contractor shall provide to the City a Certificate of Insurance evidencing comprehensive general liability, professional liability, and comprehensive automobile liability coverage in the following minimum amounts:

- A. Bodily Injury                      \$500,000              each occurrence
- B. Property Damage                \$500,000              each occurrence
- C. Bodily Injury                      \$500,000              each person
- D. Bodily Injury  
    (owned, not owned, hired, renter or otherwise)
  - 1. Bodily Injury                      \$500,000              each accident
  - 2. Property Damage                \$500,000              each accident
- E. Workers Compensation          As statutorily required

ARTICLE 12: SUBCONTRACTING

- A. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City.
- B. All approved subcontracts must conform to applicable requirements set forth in this Agreement.

- C. If the City consents to the use of subcontractors, the Contractor shall remain fully responsible for all obligations of this Agreement, including indemnification of the City for all actions by subcontractors.

#### ARTICLE 13: TERMINATION OF AGREEMENT

##### 13.1 Termination For Cause

If either party fails to fulfill, in a timely and proper manner, its obligations under this Agreement or if either party violates any of the terms, covenants, conditions, or stipulations of this Agreement, the nonbreaching party may terminate this Agreement by giving at least 10 days written termination notice to the breaching party. Such notice of termination shall specify the specific breach(s) and the date of the termination.

In the event of termination, such information prepared by the Contractor to carry out this Agreement, including data, studies, surveys, records, drawings, maps, and reports shall, continue to be made available to the City in accordance with Article 8 above. The Contractor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

In spite of the above, the Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor are determined.

##### 13.2 Termination Of Agreement On Other Grounds

Either party, upon 30 days written notice, may terminate this Agreement for any reason whatsoever. Written notice must state the effective date of the termination.

##### 13.3 Expiration Of Contract Term

Subject to earlier termination as provided in Sections 13.1 and 13.2 above, this Agreement shall extend until December 31, 2010. If the Parties do not have a negotiated renewal agreement completed on or before that date, this Agreement shall continue under the last agreed terms on a month-to-month basis.

#### ARTICLE 14: NOTIFICATION

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, registered or certified mail (return receipt requested) or by means of telefacsimile or telecopier. Notices delivered in person or sent via telefacsimile or telecopier shall be effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be effective forty-eight hours after the date said notice is postmarked to the addressee.

Contractor: City of Wichita – Wichita Transit  
Attn: Director of Transit  
Address: 777 E. Waterman  
Phone: (316) 352-4805  
Fax: (316) 337-9287

Vendor: Contractor Name: Envision  
Attn: Linda Merrill  
Address: 2301 S. Water  
Phone: 440-1501  
Fax: 440-1540

#### ARTICLE 15: MISCELLANEOUS

- 15.1 The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy provide by this Agreement, shall not be construed as a future waiver or relinquishment of such term, provision, option, right or remedy. A waiver by either party of any term or provision of this Agreement shall not be deemed to have been made unless submitted in writing and signed by the waiving party.
- 15.2 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their permitted successors and assigns.
- 15.3 In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, the invalid provision shall automatically be considered amended so as to conform to all applicable legal requirements. If the invalidity cannot be cured by amendment, the invalid provision shall be considered stricken and deleted. In either case, the validity or enforceability of the remaining provision of this Agreement shall remain intact.
- 15.4 Both parties to this Agreement represent and agree that (i) they have reviewed all aspects of this Agreement, (ii) they have been given the opportunity to review this Agreement with counsel, and (iii) they have carefully read and fully understand all provisions of this Agreement.
- 15.5 The Contractor and the City shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in the Agreement or its attached appendixes is deemed void. The Parties are free to negotiate, mediate, or litigate any dispute between them.

# Appendix A

## Exhibit 1

### Monthly Reporting Form

Reporting Period: \_\_\_\_\_

#### On-Time Performance And Trip Length Compliance:

What was your on-time performance for the reporting period?

Early Arrival %	On Time %	Late Arrival %

What % of trips provided involved a client being on the van for more than 90 minutes? \_\_\_\_\_

#### Peak Hour Rides:

How many rides were provided to eligible passengers during the following times?

6:00 AM and 10:00 AM	2:00 PM and 6:00 PM

#### Wheelchair / Ambulatory Rides:

How many rides were provided to eligible passengers who use a wheelchair or similar mobility device and how many rides were provided to eligible passengers who are ambulatory.

Total Rides Provided	Number Of Ambulatory Rides	Number Of Wheelchair Rides

#### Access To Jobs Rides:

How many rides were provided to eligible passengers under the Access to Jobs Program? \_\_\_\_\_

#### New Freedom Rides:

How many rides were provided to eligible passengers under the New Freedom Program? \_\_\_\_\_

#### Passenger Fares Collected And Due:

What is the dollar value of passenger fares collected or due during the reporting period (number of eligible trips X \$2.50)? \$\_\_\_\_\_

Missed Trip Information:

Name Of Person	Number Of Missed Trips	Missed Trip Dates

No Show Information:

Name Of Person	Number Of No-Shows	No-Show Dates

Complaint Reporting:

Reason For Complaint	Number Of Incidents During Reporting Period
Late arrival	
Early arrival	
Length of time on van	
Driver rudeness	
Other	

Any Action Taken on Complaints

Name Of Client: \_\_\_\_\_

Nature of Complaint: \_\_\_\_\_

\_\_\_\_\_

Action taken: \_\_\_\_\_

\_\_\_\_\_

Name Of Client: \_\_\_\_\_

Nature of Complaint: \_\_\_\_\_

\_\_\_\_\_

Action taken: \_\_\_\_\_

\_\_\_\_\_

Name Of Client: \_\_\_\_\_

Nature of Complaint: \_\_\_\_\_

\_\_\_\_\_

Action taken: \_\_\_\_\_

\_\_\_\_\_

Name Of Client: \_\_\_\_\_

Nature of Complaint: \_\_\_\_\_

\_\_\_\_\_

Action taken: \_\_\_\_\_

\_\_\_\_\_

NAME OF CLIENT: \_\_\_\_\_

Nature of Complaint: \_\_\_\_\_

\_\_\_\_\_

Actions taken: \_\_\_\_\_

\_\_\_\_\_

## Appendix B

### Federal And State Regulations

The following additional provisions apply to this Agreement only to the extent that the subject matter of any given provision is relevant to the purposes of the Agreement. The Parties agree that the provisions found in subsections 1, 2, 3, 4, 6, 9, and 10 of Section 9 do not apply to this Agreement. Any inconsistency between the provisions of Appendixes A and B shall be resolved in favor of Appendix A. With respect to Section 10 below, the Parties agree that this is a “fee for service” contract and that no bids or proposals are being submitted in connection herewith. With respect to Section 12 below, the Parties agree that the dispute resolution provisions of Section 15.5 of Appendix A shall control. With respect to Section 13 below, no disadvantaged business goal is applicable to this Agreement. With respect to Section 15 below, the Parties agree that this Agreement does not involve international air transportation.

#### U. S. FEDERAL

##### 1. Energy Conservation Requirements

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

##### 2. Clean Water Requirements

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

##### 3. Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR, Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with nonfederal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the (Purchaser).

##### 4. Access To Records

Contracts exceeding \$100,000.

- A. The Contractor agrees to provide the Purchaser, the FTA administrator, the Comptroller General of the United States, or any of their duly-authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the Purchaser enters into a negotiated contract for other than a small purchase or under a simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, the FTA administrator, the Comptroller General of the United States, or any of their duly-authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- C. Where any Purchaser, which is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 U.S.C. 5325(a), enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly-authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. FTA does not require the inclusion of these requirements in subcontracts.

## 5. Federal Changes

Contractor shall, at all times, comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 6. Clean Air Requirements

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

7. No Government Obligation To Third Parties

- A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud And False Or Fraudulent Statements And Related Acts

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Termination

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

A. Termination for Convenience (General Provision)

The Purchaser may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Purchaser to be paid the Contractor. If the

Contractor has any property in its possession belonging to the Purchaser, the Contractor will account for the same and dispose of it in the manner the Purchaser directs.

B. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract or if the Contractor fails to comply with any other provisions of the contract, the Purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Purchaser that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Purchaser, after setting up a new delivery of performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

C. Opportunity to Cure (General Provision)

The Purchaser, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for Any Breach

In the event that Purchaser elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Purchaser shall not limit Purchaser's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

E. Termination for Convenience (Professional or Transit Service Contracts)

The Purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the government's interest. If this contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

F. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Purchaser.

G. Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Purchaser's goods, the Contractor shall, upon direction of the Purchaser, protect and preserve the goods until surrendered to the Purchaser or its agent. The Contractor and Purchaser shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Purchaser.

H. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Purchaser may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Purchaser resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Purchaser in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Purchaser, acts of another contractor in the performance of a contract with the Purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The Contractor, within 10 days from the beginning of any delay, notifies the Purchaser in writing of the causes of delay. If in the judgment of the Purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the Purchaser shall be final and conclusive on the parties, but subject to appeal under the disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Purchaser.

I. Termination for Convenience or Default (Architect and Engineering)

The Purchaser may terminate this contract in whole or in part, for the Purchaser's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (i) immediately discontinue all services affected (unless the notice directs otherwise) and (ii) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Purchaser, the contracting officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Purchaser may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Purchaser.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Purchaser.

J. Termination for Convenience or Default (Cost-Type Contracts)

The Purchaser may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the Purchaser or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Purchaser, or property supplied to the Contractor by the Purchaser. If the termination is for default, the Purchaser may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Purchaser and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Purchaser, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the Purchaser determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Purchaser, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination of convenience.

10. Government-Wide Debarment And Suspension

Certification Regarding Debarment, Suspension, and Other Responsibilities Matters Lower Tier Covered Transactions (Third Party Contracts over \$100,000)

Instructions for Certification

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- A. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, Purchaser may pursue available remedies, including suspension and/or debarment.
- B. The prospective lower tier participant shall provide immediate written notice to Purchaser if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Purchaser for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Purchaser.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list issued by U.S. General Service Administration.

- F. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- G. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, Purchaser may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 11. Civil Rights Requirements

The following requirements apply to the underlying contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

12. Breaches And Dispute Resolution

Contracts exceeding \$100,000.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of Purchaser's [title of employee]. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Purchase), Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Purchaser and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Purchaser is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Purchaser, architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. Disadvantaged Business Enterprises (DBE)

The federal fiscal year goal has been set by the Purchaser in an attempt to match projected procurements with available qualified disadvantaged businesses. The Purchaser's goals for budgeted service contracts, bus parts, and other materials and supplies for Disadvantaged Business Enterprises have been established by the Purchaser as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this Request for Proposal.

If a specified DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, the Purchaser may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

This section is being developed to reflect the new rule in 49 CFR Part 26.

- A. Policy - It is the policy of the Department of Transportation and the City that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106c of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURRA), shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106c of the STURAA of 1987 apply to this contract.

The Contractor agrees to ensure that DBEs, as defined in 49 CFR Part 23 and Section 106c of the STURRA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the Purchaser to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the Purchaser's procurement activities are encouraged.

- B. DBE Obligation – The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- C. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the Purchaser may declare the contractor noncompliance and in breach of contract.
- D. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the Purchaser's DBE program. These records and documents will be made available at reasonable times and places for inspection by an authorized representative of the Purchaser and will be submitted to the state upon request.
- E. The Purchaser will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
- Identification of qualified DBE
  - Available listing of minority assistance agencies
  - Holding bid conferences to emphasize requirements
- F. DBE program definitions as used in the contract:
- 1) Disadvantage business means a "small business concern"
    - a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

- b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  - c) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
  - d) Whose management and daily business operations are controlled by one or more women individuals who own it.
- 2) “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
- 3) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- a) “Black Americans,” which includes persons having origins in any of the black racial groups of Africa;
  - b) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - d) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
  - e) “Asian-Indian Americans,” which includes persons whose origins are from India, Pakistan, and Bangladesh.

#### 14. Incorporation Of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Purchase) requests which would cause the Purchaser to be in violation of the FTA terms and conditions.

#### 15. Fly America

Applies ONLY to contracts involving international air transportation of persons or material.

The Contractor understands and agrees that the federal government will not participate in the costs of international air transportation of any persons involved in or property acquired for the project unless that air transportation is provided by U.S. flag carriers to extend services by U.S. flag carriers is available,

consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations “Use of United States Flag Air Carriers.” 41 C.F.R. §§ 301.131 through 301.143.

16. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321, et seq., consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; And joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

17. Access Requirements For Persons With Disabilities (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
- B. U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance,” 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- F. U.S. GSA regulations, “Accommodations for the Physically Handicapped” 41 C.F.R. Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- H. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

J. Any implementing requirements FTA may issue.

18. Notification Of Federal Participation

Applies ONLY to contracts for goods and services, including construction, valued at over \$500,000.

In the announcement of any third party contract award for goods or services (including construction services) having aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of federal assistance to be used in financing that acquisition of goods and services and to the expressed amount of that federal assistance as a percentage of that total cost of that third-party contract.

STATE OF KANSAS

A. Agreement With Kansas Law

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

B. Disclaimer Of Liability

Neither the State of Kansas nor any agency thereof, nor the City, shall hold harmless or indemnify any Contractor beyond that for any liability or damage except for those occasioned by the acts or omissions of its own employees, and then only up to the limits of liability designated under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). However, City agrees to indemnify and hold harmless Contractor to the maximum extent permitted by law.

C. Responsibility For Taxes

Neither the State of Kansas, nor the City, shall be responsible for, nor indemnify a Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of this contract.

**CITY OF WICHITA**  
**City Council Meeting**  
January 12, 2010

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition by Eminent Domain of Easements for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

**Background:** In 2007 the City of Wichita and Sedgwick entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located along the Big Arkansas River between 31<sup>st</sup> Street South and MacArthur.

**Analysis:** The project requires a variety of permanent easements across 24 properties. The easements will impact site trees and fencing as well as some storage structures and one residence. Offers have been made on all tracts and negotiations are underway with 20 tracts acquired but due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners and, as agreements are reached, tracts will be deleted from the eminent domain action.

**Financial Considerations:** The cost of these acquisitions will be paid for with general obligation bonds.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The City is authorized by law to commence eminent domain proceedings to acquire this property.

**Recommendation/Action:** Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

**Attachments:** Tract map and condemnation ordinance.

ORDINANCE NO. 48-590

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE WICHITA-VALLEY CENTER FLOOD CONTROL LEVEE CERTIFICATION AND REHABILITATION PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the certification and rehabilitation of the Wichita-Valley Center Flood Control Levee system in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

A permanent easement for floodway right of way over a tract of land lying in a portion of Government Lot 10, in the Southwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

**COMMENCING** at the southwest corner of said Government Lot 5; thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of N00°18'13"E, 1319.79 feet to the **POINT of BEGINNING**, said point being the northwest corner of said Government Lot 5 and the northwest corner of a tract of land deeded on Film 1236, Page 31 to the State Highway Commission of Kansas, now the Kansa Department of Transportation; thence N00°18'13"E, 44.68 feet along the east line of a tract of land described on Film 1080, Page 1688 to the south line of Lot 2, Block A, Ysidro Addition to Wichita, Sedgwick County, Kansas; thence N89°17'14"E, 48.89 feet along said south line to the southeast corner of said Lot 2, said point being on the west line of the existing Flood Control right of way as described in District Court Case A-48670, said point being monumented by a 5/8" rebar and Armstrong LS #780

cap; thence S23°59'40"E, 48.17 feet along said Flood Control right of way to the north line of said Government Lot 5 and the north line of said Kansa Department of Transportation tract, said point being the southwest corner of said tract number 24 as described in District Court Case A-48670 and being monumented by a concrete right of way monument; thence S88°55'43"W, 68.72 feet along the south line of said Government Lot 10, the north line of said Government Lot 5 and the north line of said Kansa Department of Transportation tract the **POINT OF BEGINNING** and

A permanent easement for floodway right of way over a tract of land lying in a portion of Government Lot 5, located in the Southwest One-Quarter of Section 9, Township 28 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

**COMMENCING** at the Southwest corner of said Government Lot 5, thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of N00°18'13"E, a distance of 1319.78 feet; thence N 88°55'43"E, a distance of 14.43 feet to the **POINT of BEGINNING**; thence N88°55'43"E, a distance of 54.29 feet to a point on the Flood Control Line as described in District Court Case A-48670 and at the intersection with the north line of a tract of land as described in Film 1236, Page 31, as recorded at the Sedgwick County Register of Deeds office and being monumented by a concrete Right of Way Monument at the northwest corner of tract number 23, as described in said District Court Case; thence along said Flood Control Line S23°59'40"E, a distance of 94.51 feet to a point on a curve to the left, said point being monumented by a concrete Right of Way Monument; thence along said Flood Control Line and along said curve 464.11 feet, said curve having a central angle of 22°25'22", a radius of 1185.92 feet, and a chord distance of 461.16 feet bearing S35°12'21"E; thence continuing along said Flood Control Line S46°25'02"E, a distance of 10.91 feet; thence S37°23'24"W, a distance of 50.29 feet; thence parallel with and 50 feet Southwesterly from said Flood Control Line N46°25'02"W, a distance of 16.34 feet to a point on a curve to the right; thence parallel with and 50 feet Southwesterly from said Flood Control Line and along said curve 483.68 feet, said curve having a central angle of 22°25'22", a radius of 1235.92 feet, and a chord distance of 480.60 feet bearing N35°12'21"W; thence continuing parallel with and 50 feet Southwesterly from said Flood Control Line N23°59'40"W, a distance of 115.65 feet to the **POINT OF BEGINNING** and

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 1, Shaver 2nd Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the southeast corner of Lot 1, Shaver 2nd Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°53'42"W, 556.39 feet to the **POINT OF BEGINNING**; thence S89°01'30"W, 51.00 feet to the west line of said Lot 1; thence N32°56'23"E, 57.52 feet along said west line to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 01°48'59", and a chord of 19.43 feet, bearing S78°27'58"E; thence along said curve and along said right of way 19.43

feet; thence S00°53'42"E, 43.52 feet along the east line of said Lot 1 to the **POINT OF BEGINNING** and

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 1, Lynn Lowry Addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the southeast corner of Lot 1, Lynn Lowry Addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°50'39"W, 497.11 feet to the existing Flood Control right of way as described in District Court Case A-48670; thence N81°16'19"W, 345.80 feet along said right of way to the **POINT OF BEGINNING**; thence S89°01'30"W, 259.50 feet to the west line of said Lot 1; thence N00°53'42"W, 43.52 feet along said west line to said existing Flood Control right of way, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 5°25'23", and a chord of 58.00 feet, bearing S82°05'09"E; thence along said curve and along said right of way 58.02 feet; thence S81°16'19"E, 205.08 feet along said right of way to the **POINT OF BEGINNING** and

Temporary Easements for the uses and purposed herein set forth in and to the following-described tracts, to-wit:

A tract of land lying in a portion of Government Lot 5, located in the Southwest One-Quarter of Section 9, Township 28 South, Range 1 East of the 6<sup>th</sup> Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

**COMMENCING** at the Southwest corner of said Government Lot 5, thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of N00°18'13"E, a distance of 1254.88 feet to the **POINT of BEGINNING**; thence continuing N00°18'13"E, a distance of 24.30; thence S89°41'47"E, a distance of 32.92 feet; thence S23°59'40"E, a distance of 70.72 feet to a point on a curve to the left; thence along said curve 483.68 feet, said curve having a central angle of 22°25'22", a radius of 1235.92 feet, and a chord distance of 480.60 feet bearing S35°12'21"E; thence S46°25'02"E, a distance of 16.34 feet; thence S37°23'24"W, a distance of 40.24 feet; thence N46°25'02"W, a distance of 20.68 feet to a point on a curve to the right; thence along said curve 499.33 feet, said curve having a central angle of 22°25'22", a radius of 1275.92 feet, and a chord distance of 496.15 feet bearing N35°12'21"W; thence N23°59'40"W, a distance of 62.12 feet to the **POINT OF BEGINNING**.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 26th day of, January 2010.

**CITY OF WICHITA**

\_\_\_\_\_  
Carl Brewer, Mayor

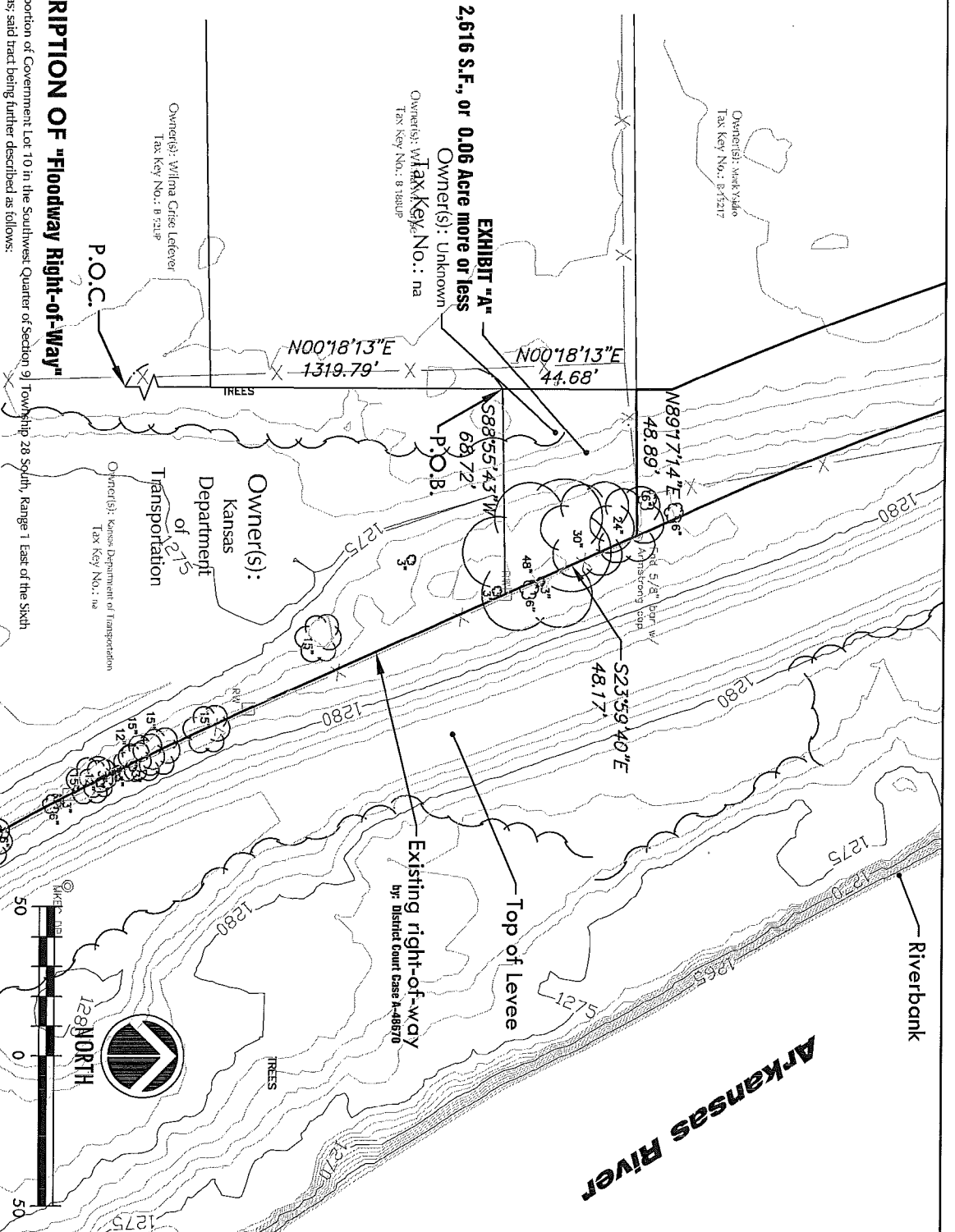
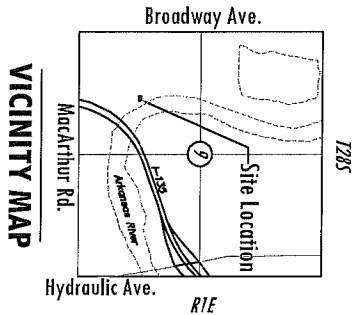
**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

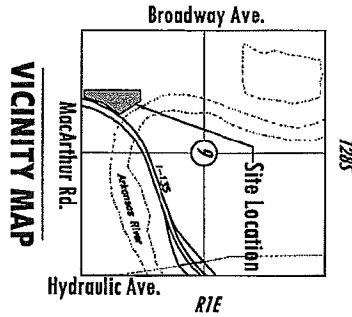
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

# EXHIBIT "A"



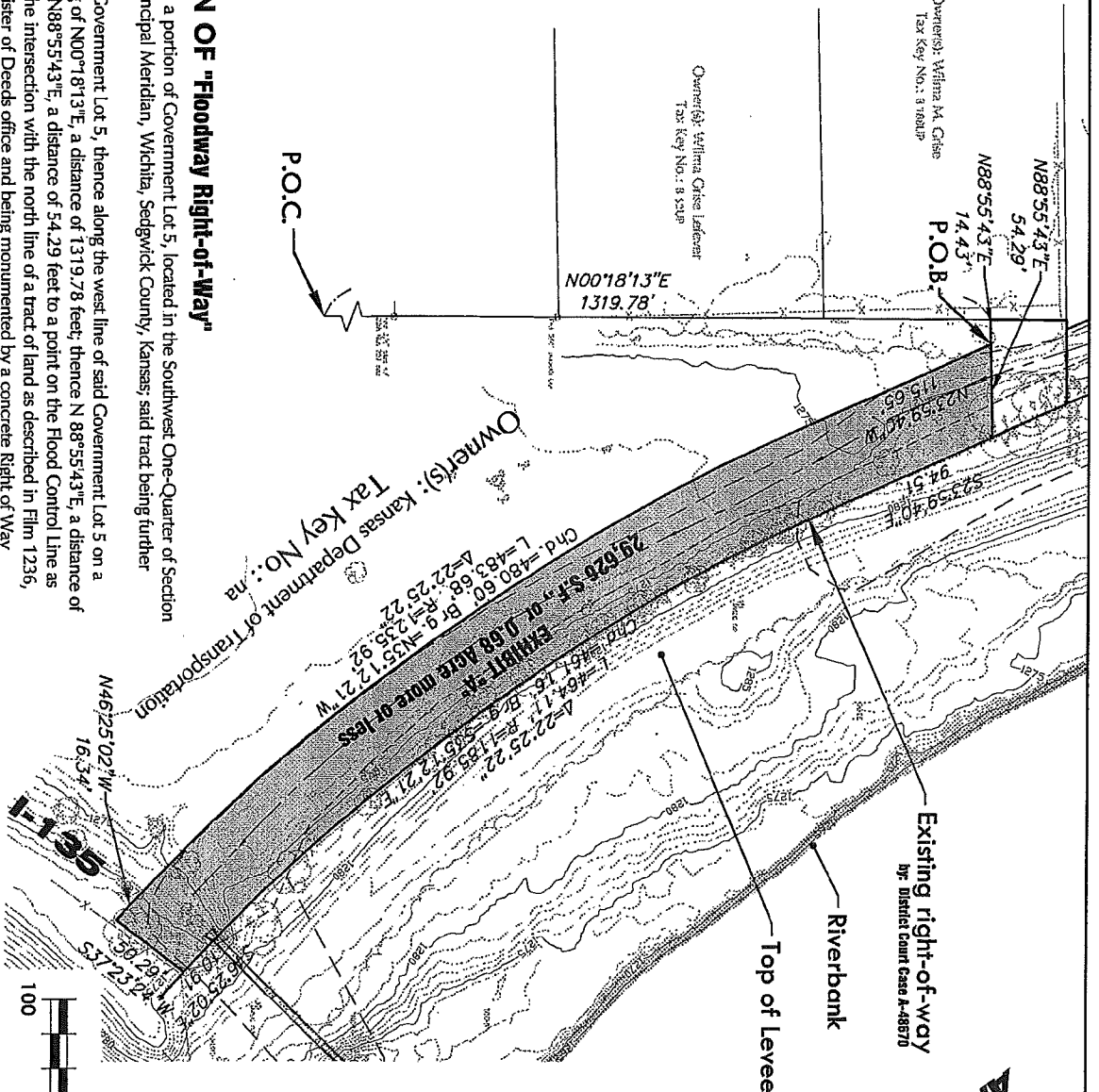
# EXHIBIT "A"



## DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way, lying in a portion of Government Lot 5, located in the Southwest One-Quarter of Section 9, Township 28 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

**COMMENCING** at the Southwest corner of said Government Lot 5, thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of  $N00^{\circ}18'13"E$ , a distance of 1319.78 feet, thence  $N88^{\circ}55'43"E$ , a distance of 14.43 feet to the **POINT OF BEGINNING**, thence  $N88^{\circ}55'43"E$ , a distance of 54.29 feet to a point on the Flood Control Line as described in District Court Case A-48670 and at the intersection with the north line of a tract of land as described in Film 1236, Page 31, as recorded at the Sedgwick County Register of Deeds office and being monumented by a concrete Right of Way Monument at the northwest corner of tract number 23, as described in said District Court Case; thence along said Flood Control Line  $S23^{\circ}59'40"E$ , a distance of 94.51 feet to a point on a curve to the left, said point being monumented by a concrete Right of Way Monument; thence along said Flood Control Line and along said curve  $464.11$  feet, said curve having a central angle of  $22^{\circ}25'22"$ , a radius of 1185.92 feet, and a chord distance of 461.16 feet bearing  $S35^{\circ}12'21"W$ ; thence continuing along said Flood Control Line  $S46^{\circ}25'02"E$ , a distance of 10.91 feet; thence  $S37^{\circ}23'24"W$ , a distance of 50.29 feet; thence parallel with and 50 feet Southwesterly from said Flood Control Line  $N46^{\circ}25'02"W$ , a distance of 16.34 feet to a point on a curve to the right; thence parallel with and 50 feet Southwesterly from said Flood Control Line and along said curve  $483.68$  feet, said curve having a central angle of  $22^{\circ}25'22"$ , a radius of 1235.92 feet, and a chord distance of 480.60 feet bearing  $N35^{\circ}12'21"W$ ; thence continuing parallel with and 50 feet Southwesterly from said Flood Control Line  $N23^{\circ}59'40"W$ , a distance of 115.65 feet to the **POINT OF BEGINNING**. Said tract of land contains 29,626 S.F. or 0.68 acres more or less.



S9a



## EXHIBIT "A"

**TITLE**  
TRACT Map - No Key Number  
**Kansas Department of Transportation**

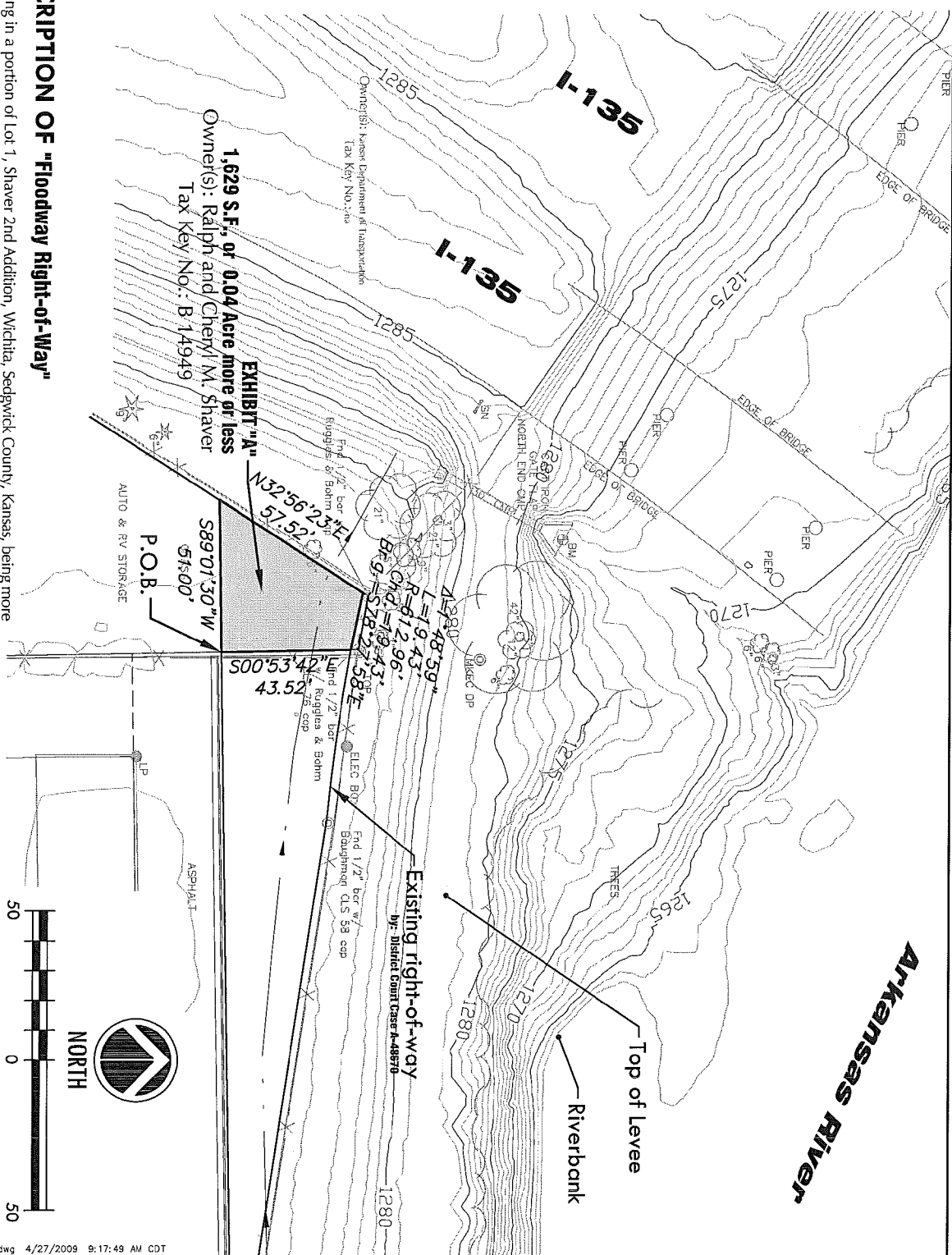
**SHEET NAME**  
Levee 5 - WVLFPF

PROJECT - 07866 Prepared April, 2009  
2009 Wichita Valley Center Local Flood Protection Project

This tract exhibit does not constitute a boundary survey.



**Arkansas River**



A tract of land for Floodway right of way lying in a portion of Lot 1, Shaver 2nd Addition, Wichita, Sedgewick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Shaver 2nd Addition, Wichita, Sedgewick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°53'42"W, 556.39 feet to the **POINT OF BEGINNING**; thence S89°01'30"W, 51.00 feet to the west line of said Lot 1; thence N32°56'23"E, 57.52 feet along said west line to the existing Flood Control right of way as described in District Court Case A-486670, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 01°48'59", and a chord of 19.43 feet, bearing S78°27'58"E, thence along said curve and along said right of way 19.43 feet; thence S00°53'42"E, 43.52 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 1,629 square feet or 0.04 acres, more or less.

510

**MIKEC**  
ENGINEERING  
CONSULTANTS, INC.  
411 N. WEBB ROAD  
WICHITA, KS. 67206  
316 - 684 - 9600  
WWW.MKEC.COM

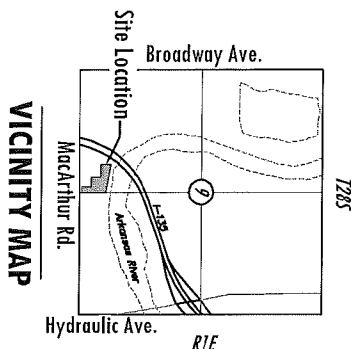
**EXHIBIT "A"**

**TITLE**  
**TRACT Map - B 14949**  
**Ralph and Cheryl M. Shaver**

**SHEET NAME**  
**Levee S - WVLFPF**

**PROJECT - 07866** *Prepared April, 2009*  
**800 Whitlisa Valley Center local Flood Protection Project**

# EXHIBIT "A"

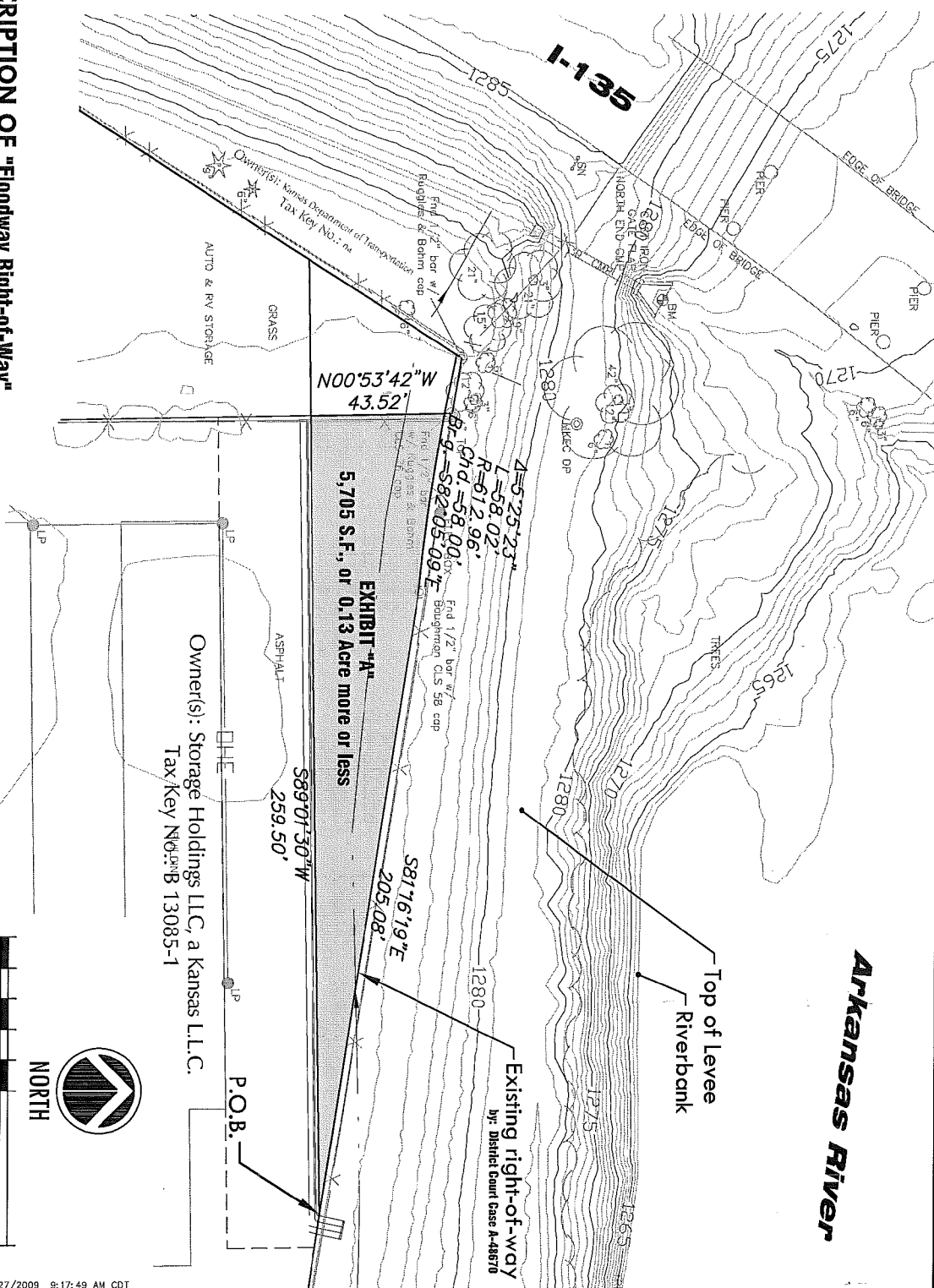


## DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway right of way lying in a portion of Lot 1, Lynn Lowry Addition to Wichita, Sedgewick County, Kansas, being more particularly described as follows:

**COMMENCING** at the southeast corner of Lot 1, Lynn Lowry Addition to Wichita, Sedgewick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°50'39"W, 497.11 feet to the existing Flood Control right of way as described in District Court Case A-48670; thence N81°16'19"W, 345.80 feet along said right of way to the **POINT OF BEGINNING**; thence S89°01'30"W, 259.50 feet to the west line of said Lot 1; thence N00°53'42"W, 43.52 feet along said west line to said existing Flood Control right of way, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 5°25'23", and a chord of 58.00 feet, bearing S82°05'09"E, thence along said curve and along said right of way 58.02 feet; thence S81°16'19"E, 205.08 feet along said right of way to the **POINT OF BEGINNING**.

Said tract of land contains 5,705 square feet or 0.13 acres, more or less.



PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE WICHITA-VALLEY CENTER FLOOD CONTROL LEVEE CERTIFICATION AND REHABILITATION PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the certification and rehabilitation of the Wichita-Valley Center Flood Control Levee system in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

A permanent easement for floodway right of way over a tract of land lying in a portion of Government Lot 10, in the Southwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

**COMMENCING** at the southwest corner of said Government Lot 5; thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of N00°18'13"E, 1319.79 feet to the **POINT of BEGINNING**, said point being the northwest corner of said Government Lot 5 and the northwest corner of a tract of land deeded on Film 1236, Page 31 to the State Highway Commission of Kansas, now the Kansa Department of Transportation; thence N00°18'13"E, 44.68 feet along the east line of a tract of land described on Film 1080, Page 1688 to the south line of Lot 2, Block A, Ysidro Addition to Wichita, Sedgwick County, Kansas; thence N89°17'14"E, 48.89 feet along said south line to the southeast corner of said Lot 2, said point being on the west line of the existing Flood Control right of way as described in District Court Case A-48670, said point being monumented by a 5/8" rebar and Armstrong LS #780

cap; thence S23°59'40"E, 48.17 feet along said Flood Control right of way to the north line of said Government Lot 5 and the north line of said Kansa Department of Transportation tract, said point being the southwest corner of said tract number 24 as described in District Court Case A-48670 and being monumented by a concrete right of way monument; thence S88°55'43"W, 68.72 feet along the south line of said Government Lot 10, the north line of said Government Lot 5 and the north line of said Kansa Department of Transportation tract the **POINT OF BEGINNING** and

A permanent easement for floodway right of way over a tract of land lying in a portion of Government Lot 5, located in the Southwest One-Quarter of Section 9, Township 28 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

**COMMENCING** at the Southwest corner of said Government Lot 5, thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of N00°18'13"E, a distance of 1319.78 feet; thence N 88°55'43"E, a distance of 14.43 feet to the **POINT of BEGINNING**; thence N88°55'43"E, a distance of 54.29 feet to a point on the Flood Control Line as described in District Court Case A-48670 and at the intersection with the north line of a tract of land as described in Film 1236, Page 31, as recorded at the Sedgwick County Register of Deeds office and being monumented by a concrete Right of Way Monument at the northwest corner of tract number 23, as described in said District Court Case; thence along said Flood Control Line S23°59'40"E, a distance of 94.51 feet to a point on a curve to the left, said point being monumented by a concrete Right of Way Monument; thence along said Flood Control Line and along said curve 464.11 feet, said curve having a central angle of 22°25'22", a radius of 1185.92 feet, and a chord distance of 461.16 feet bearing S35°12'21"E; thence continuing along said Flood Control Line S46°25'02"E, a distance of 10.91 feet; thence S37°23'24"W, a distance of 50.29 feet; thence parallel with and 50 feet Southwesterly from said Flood Control Line N46°25'02"W, a distance of 16.34 feet to a point on a curve to the right; thence parallel with and 50 feet Southwesterly from said Flood Control Line and along said curve 483.68 feet, said curve having a central angle of 22°25'22", a radius of 1235.92 feet, and a chord distance of 480.60 feet bearing N35°12'21"W; thence continuing parallel with and 50 feet Southwesterly from said Flood Control Line N23°59'40"W, a distance of 115.65 feet to the **POINT OF BEGINNING** and

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 1, Shaver 2nd Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the southeast corner of Lot 1, Shaver 2nd Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°53'42"W, 556.39 feet to the **POINT OF BEGINNING**; thence S89°01'30"W, 51.00 feet to the west line of said Lot 1; thence N32°56'23"E, 57.52 feet along said west line to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 01°48'59", and a chord of 19.43 feet, bearing S78°27'58"E; thence along said curve and along said right of way 19.43

feet; thence S00°53'42"E, 43.52 feet along the east line of said Lot 1 to the **POINT OF BEGINNING** and

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 1, Lynn Lowry Addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the southeast corner of Lot 1, Lynn Lowry Addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N00°50'39"W, 497.11 feet to the existing Flood Control right of way as described in District Court Case A-48670; thence N81°16'19"W, 345.80 feet along said right of way to the **POINT OF BEGINNING**; thence S89°01'30"W, 259.50 feet to the west line of said Lot 1; thence N00°53'42"W, 43.52 feet along said west line to said existing Flood Control right of way, said point being on a curve to the left having a radius of 612.96 feet, a central angle of 5°25'23", and a chord of 58.00 feet, bearing S82°05'09"E; thence along said curve and along said right of way 58.02 feet; thence S81°16'19"E, 205.08 feet along said right of way to the **POINT OF BEGINNING** and

Temporary Easements for the uses and purposed herein set forth in and to the following-described tracts, to-wit:

A tract of land lying in a portion of Government Lot 5, located in the Southwest One-Quarter of Section 9, Township 28 South, Range 1 East of the 6<sup>th</sup> Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being further described as follows:

**COMMENCING** at the Southwest corner of said Government Lot 5, thence along the west line of said Government Lot 5 on a Kansas coordinate system 1983 south zone bearing of N00°18'13"E, a distance of 1254.88 feet to the **POINT of BEGINNING**; thence continuing N00°18'13"E, a distance of 24.30; thence S89°41'47"E, a distance of 32.92 feet; thence S23°59'40"E, a distance of 70.72 feet to a point on a curve to the left; thence along said curve 483.68 feet, said curve having a central angle of 22°25'22", a radius of 1235.92 feet, and a chord distance of 480.60 feet bearing S35°12'21"E; thence S46°25'02"E, a distance of 16.34 feet; thence S37°23'24"W, a distance of 40.24 feet; thence N46°25'02"W, a distance of 20.68 feet to a point on a curve to the right; thence along said curve 499.33 feet, said curve having a central angle of 22°25'22", a radius of 1275.92 feet, and a chord distance of 496.15 feet bearing N35°12'21"W; thence N23°59'40"W, a distance of 62.12 feet to the **POINT OF BEGINNING**.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_ day of, \_\_\_\_\_ 2010.

**CITY OF WICHITA**

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
January 12, 2010

**TO:** Mayor and City Council

**SUBJECT:** Century II Custodial Equipment Project (All Districts)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the bonding resolution for the purchase of custodial equipment for Century II.

**Background:** The current custodial equipment, including a fork lift, floor scrubbers and floor polishers, were purchased 13 years ago. Through routine care and maintenance the equipment has lived beyond its life expectancy.

**Analysis:** New equipment is necessary to perform routine custodial maintenance in a more timely and efficient manner. Staff has researched pricing in regard to their specific equipment needs including a fork lift, floor scrubber and floor polisher and identified three products and manufacturers who can meet their equipment needs. The total cost for the replacement of these three necessary pieces of equipment is \$80,000.

**Financial Considerations:** The funding for this purchase is included in the proposed 2009-2018 Capital Improvement Projects (CIP) document.

**Goal Impact:** Quality of Life. The purchase of new custodial and maintenance equipment will allow maintenance staff to optimize their ability to maintain a clean and safe environment.

**Legal Considerations:** The Law Department has reviewed and approved the bonding resolution.

**Recommendation/Action:** Approve the bonding resolution for the purchase of custodial and maintenance equipment for Century II.

**Attachments:** Bonding Resolution.

Published in the Wichita Eagle on January 15, 2010

RESOLUTION NO. 10-008

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE IMPROVEMENT AND RENOVATION OF CENTURY II.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: The City of Wichita finds it necessary to make certain related improvements as follows:

Replacement of outdated custodial and maintenance equipment to optimize facility usage and maintenance staff.

SECTION 2: The cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of 12-1736 and 12-1737(c) which allows cities to construct and equip public buildings and which allows for bond issuance for the purposes theretofore authorized. The total cost is estimated at \$80,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized 12-1736 and 12-1737(c) .

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 12<sup>th</sup> day of January 12, 2010.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

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GARY REBENSTORF, DIRECTOR OF LAW

Second Reading Ordinances for January 13, 2010 (first read on January 5, 2010)

ZON2009-00035 City zone change from LI Limited Industrial (“LI”) to CBD Central Business District (“CBD”), generally located west of Wichita Street, south of 2<sup>nd</sup> Street North and north and south of 1<sup>st</sup> Street North. (District VI)

ORDINANCE NO. 48-588

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick county unified zoning code, section v-c, as adopted by section 28.04.010, as amended.